

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Re: Petition for Arbitration of Interconnection)
Agreement Between BellSouth) Docket 140156-TP
Telecommunications, LLC d/b/a AT&T Florida and)
Communications Authority, Inc.)

Direct Testimony of Patricia H. Pellerin

On Behalf of AT&T Florida

February 16, 2015

ISSUES

11, 13a, 13b, 13c, 13d,
14a, 14b, 15-21, 22a, 22b,
23-27, 29-30, 32, 35-37,
42- 43, 45, 60- 61, 66

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1 **I. INTRODUCTION**

2 **Q. STATE YOUR NAME, TITLE AND BUSINESS ADDRESS.**

3 A. My name is Patricia H. Pellerin. I am employed by AT&T Services, Inc., an authorized
4 agent for the AT&T incumbent local exchange company subsidiaries (including AT&T
5 Florida), as an Associate Director – Wholesale Regulatory. My business address is 84
6 Deerfield Lane, Meriden, CT 06450.

7 **Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.**

8 A. I attended Middlebury College in Middlebury, Vermont and received a Bachelor of
9 Science Degree in Business Administration, magna cum laude, from the University of
10 New Haven in West Haven, Connecticut. I have held several assignments in Network
11 Engineering, Network Planning, and Network Marketing and Sales since joining the
12 former AT&T Connecticut in 1973.¹ From 1994 to 1999 I was a leading member of the
13 wholesale marketing team responsible for AT&T Connecticut’s efforts supporting the
14 opening of the local market to competition in Connecticut. I assumed my current
15 position in April 2000.

16 **Q. WHAT ARE YOUR CURRENT RESPONSIBILITIES?**

17 A. As Associate Director – Wholesale Regulatory, I am responsible for providing regulatory
18 and witness support relative to various wholesale products and pricing, supporting
19 negotiations of local interconnection agreements (“ICAs”) with competitive local
20 exchange carriers (“CLECs”) and Commercial Mobile Radio Services (“CMRS” or

¹ I was previously employed by The Southern New England Telephone Company (“SNET”), d/b/a AT&T Connecticut. Effective October 24, 2014, ownership of SNET was transferred to Frontier Communications Corporation.

1 “wireless”) carriers, participating in regulatory and judicial proceedings, and guiding
2 compliance with the Federal Telecommunications Act of 1996 (“1996 Act” or “Act”) and
3 its implementing rules.

4 **Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE STATE REGULATORY**
5 **COMMISSIONS?**

6 A. Yes. I have filed testimony and/or appeared in regulatory proceedings in many of the
7 states where AT&T incumbent local exchange carriers (“ILECs”) provide local service,
8 including Florida.

9 **Q. ON WHOSE BEHALF ARE YOU TESTIFYING?**

10 A. BellSouth Telecommunications, LLC d/b/a AT&T Florida, which I will refer to as AT&T
11 Florida.

12 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

13 A. I will discuss AT&T Florida’s positions on arbitration issues related to General Terms
14 and Conditions (“GT&Cs”), interconnection, local number portability, resale, and pricing
15 as reflected in Communications Authority Inc.’s (“CA”) petition for arbitration and CA’s
16 position statements filed in Exhibit B (“Comments”) to its petition. This includes Issues
17 11, 13-27, 29-30, 32, 35-37, 42-43, 45, 60-61, and 66.

18 **Q. DO YOU HAVE ANY EXHIBITS SUPPORTING YOUR TESTIMONY?**

19 A. Yes. I have the following exhibits:

20 Exhibit PHP-1 Interconnection Agreement²

² The ICA attached to my testimony includes the GT&Cs and all attachments that will comprise the final ICA that will be executed by the parties. Language in bold underline font is AT&T Florida’s proposed language to

- 1 Exhibit PHP-2 Performance Metrics – Mean Time to Deliver Invoices
2 Exhibit PHP-3 CA Response to AT&T Florida Interrogatory No. 13
3 Exhibit PHP-4 Performance Metrics – Percent Missed Installation
4 Appointments
5 Exhibit PHP-5 Performance Metrics – Order Completion Interval
6 Exhibit PHP-6 CA Response to Staff Interrogatory No. 7
7 Exhibit PHP-7 CA Response to Staff Interrogatory No. 8
8 Exhibit PHP-8 CA Response to Staff Interrogatory No. 9

9 **II. DISCUSSION OF ISSUES**

10 **ISSUE 11: SHOULD THE PERIOD OF TIME IN WHICH THE BILLED PARTY**
11 **MUST REMIT PAYMENT BE THIRTY (30) DAYS FROM THE BILL**
12 **DATE OR TWENTY (20) DAYS FROM RECEIPT OF THE BILL?**

13 **Affected Contract Provision: GT&C § 2.45**

14 **Q. WHY IS THE DEFINITION OF THE TERM “BILL DUE DATE” IMPORTANT?**

15 A. “Bill Due Date” means the date by which payment must be made to be considered timely.
16 Numerous other provisions of the ICA dictate the subsequent actions if payment is not
17 made by the “Bill Due Date,” *e.g.*, GT&C sections 11 (Billing and Payment of Charges)
18 and 12 (Nonpayment and Procedures for Disconnect). Thus, the Bill Due Date is
19 important because, for example, late fees and interest are assessed if payment is not
20 received by the Bill Due Date. Consequently, the Bill Due Date must be a readily
21 ascertainable date, not subject to uncertainty, that will facilitate administration of the ICA
22 and minimize disputes.

which CA objects. Language in bold italics font is CA’s proposed language to which AT&T Florida objects.
Language in normal font is agreed.

1 **Q. WHAT ARE THE COMPETING PROPOSALS FOR THE DEFINITION OF**
2 **“BILL DUE DATE”?**

3 A. AT&T Florida proposes that the Bill Due Date be 30 days after the date of the bill. CA
4 proposes that the Bill Due Date be the later of that date or 20 days after the billed party
5 receives the bill.

6 **Q. WHICH PARTY’S PROPOSAL IS SUPERIOR?**

7 A. AT&T Florida’s. The Bill Due Date should be 30 calendar days from the date of the bill.
8 This is a reasonable period of time for the billed party to render payment and is
9 straightforward to administer. Establishing the Bill Due Date based on when a bill is
10 received, as CA proposes, would require the billing party to obtain and verify proof of
11 receipt in order to know when each bill was due. This would require a substantial
12 revamping of AT&T Florida’s billing systems, which treat payments from all other
13 carriers in Florida as past due if they are not made by the next bill date, *i.e.*, within 30
14 days of the bill date. CA’s language adds an additional administrative burden in that it
15 would require the billing party to track the date the bill was received and compare it to 30
16 calendar days from the bill date to determine which is later. CA’s proposal complicates
17 the billing process unnecessarily, would impose system modification costs on AT&T
18 Florida that CA has not offered to pay, and is likely to lead to disputes.

19 **Q. CA CLAIMED IN ITS COMMENTS³ THAT AT&T FLORIDA HAS A HISTORY**
20 **OF FAILING TO SEND TIMELY BILLS. HOW DO YOU RESPOND?**

³ When I refer to CA’s Comments, I mean the comments on each issue that CA included in Exhibit B to its Petition for Arbitration.

1 A. AT&T Florida is subject to a performance measure regarding the timeliness of its
2 invoices to CLECs as compared to its retail customers. I have attached a copy of this
3 measure as Exhibit PHP-2. AT&T Florida will be subject to financial payments to CA if
4 AT&T Florida fails to transmit its bills to CA in the same or less time than it transmits
5 comparable retail bills. As the Commission found when it decided a similar arbitration
6 issue some years ago in a decision I discuss below, this fully accommodates CA's stated
7 concern about the timeliness of bills.

8 In responding to question 13 of AT&T Florida's First Set of Interrogatories
9 (Exhibit PHP-3), CA was not able to identify any circumstance in the last three years for
10 which the Commission or any other body found that AT&T Florida did not send timely
11 bills. Instead, CA cited to the experience of Terra Nova Telecom and a small handful of
12 problems CA alleges Terra Nova had in receiving bills by mail. Terra Nova did not have
13 to escalate these matters to the Commission because AT&T Florida promptly sent
14 duplicate bills via email once Terra Nova asked for them. CLECs that elect to receive
15 their bills by snail mail must expect that there will sometimes be delays or lost bills, just
16 as we all experience from time to time with our personal mail. However, that does not
17 mean that the billing party, in this case AT&T Florida, has failed to send the bill on time
18 or is otherwise at fault for the delivery timing. The bill due date should not be based on
19 when a bill is actually received.

20 **Q. HAS THE FLORIDA COMMISSION PREVIOUSLY DECIDED AN ISSUE**
21 **SIMILAR TO ONE PRESENTED HERE?**

22 A. Yes, and its decision strongly supports AT&T Florida's position. Docket No. 040130-TP
23 was an ICA arbitration between a group of Joint Petitioners and BellSouth. One issue in

1 the case was whether the time period for review and payment of bills “should be based
2 upon the date bills are issued (by BellSouth), or whether it should be based on the date
3 bills are received.” Order No. PSC-05-0975-FOF-TP (Oct. 11, 2005), at 59. Like CA
4 here, the Joint Petitioners contended that the bill due date should be based on the date
5 bills are received, in part because BellSouth was supposedly untimely in posting or
6 delivering bills. *Id.*

7 The Commission rejected the Joint Petitioners’ position and ruled that the date for
8 bill payment should be based on the date bills are issued, and not on the date they are
9 received. Several considerations led the Commission to this conclusion, and those
10 considerations apply equally here:

11 First, the Commission noted that this is a “‘parity’ issue” (*id.* at 62), and found
12 that “BellSouth’s SQM performance results indicate that, on average, BellSouth is
13 delivering bills to its wholesale customers at ‘parity’ with its own retail customers” (*id.* at
14 63-64). That is still the case.⁴

15 Second, the Commission stated, “Although the Joint Petitioners’ proposal appears
16 to introduce a fixed level of certainty to the bill review and payment timeframe, we find
17 that the practical implication could instead result in a degree of uncertainty.” *Id.* at 63.
18 Here, CA’s proposal would inevitably result in uncertainty, because under that proposal,
19 payment of a bill more than 30 days after the date of the bill would require a
20 determination whether the bill was or was not paid within 20 days of receipt.

⁴ As compared to the time to deliver retail bills in 2014, AT&T Florida consistently delivered CLECs’ bills in less time – for interconnection, every month; for UNEs, 11 months out of 12; and for resale, 11 months out of 12.

1 Accordingly, the Commission concluded: “We find BellSouth shall not be
2 ordered to make substantive changes to its billing systems on behalf of the Joint
3 Petitioners, and at its own expense, in order to exceed ‘parity’ performance.” *Id.* at 64.
4 Here, too, AT&T Florida should not be required to make substantive changes to its
5 billing systems on behalf of CA.

6 **Q. HOW SHOULD THE COMMISSION RULE ON THIS ISSUE?**

7 A. The Commission should adopt AT&T Florida’s language requiring bills to be paid within
8 30 days of the bill date and reject CA’s proposed language that would define the Bill Due
9 Date based on the later of that date or 20 days from receipt.

10 **ISSUE 13a(i): SHOULD THE DEFINITION OF “LATE PAYMENT CHARGE” LIMIT**
11 **THE APPLICABILITY OF SUCH CHARGES TO UNDISPUTED**
12 **CHARGES NOT PAID ON TIME?**

13 **Affected Contract Provision: GT&C § 2.106**

14 **Q. WHAT IS THE PURPOSE OF LATE PAYMENT CHARGES?**

15 A. Late payment charges (“LPCs”) are assessed when the billed party does not pay on time.
16 The purpose of LPCs is to encourage prompt payment.

17 **Q. SHOULD LPCS APPLY TO ALL BILLED AMOUNTS NOT PAID ON TIME,**
18 **INCLUDING DISPUTED AMOUNTS?**

19 A. Yes. LPCs should apply to any charges not paid by the bill due date. This does not mean
20 that CA will actually wind up paying LPCs on disputed amounts when the dispute is
21 resolved in CA’s favor. Rather, for those charges that CA disputes, LPCs will accrue
22 during the pendency of the dispute and will be credited to CA if the dispute is resolved in
23 CA’s favor (GT&C section 11.13.1). If the dispute is resolved in AT&T Florida’s favor,

1 the accrued LPCs would be paid to AT&T Florida (GT&C sections 11.13.3 and 11.13.4).
2 (See Issue 23a).

3 CA proposes that LPCs not apply to disputed amounts. This would allow CA to
4 pay late at will and to avoid LPCs simply by disputing the bill. Moreover, CA's language
5 limiting the applicability of LPCs to undisputed charges is inconsistent with other ICA
6 language to which the parties have agreed. For example, the parties have agreed that
7 section 6.13.7 of the Network Interconnection attachment ("Net. Int.") will state: "Late
8 payment charges [and interest] will continue to accrue on the Disputed Amounts while
9 the dispute remains pending." (See Issue 43, where the dispute centers on whether
10 interest may apply in addition to LPCs).

11 **Q. HAS THE COMMISSION PREVIOUSLY ADDRESSED THE QUESTION**
12 **WHETHER LPCS SHOULD APPLY TO DISPUTED AMOUNTS?**

13 A. Yes. The Commission has ruled in two arbitration decisions that LPCs apply to disputed
14 amounts. First, in Order No. PSC-01-2017-FOF-TP, issued October 9, 2001 in Docket
15 No. 001797-TP, the CLEC, like CA here, argued that LPCs should not apply to disputed
16 amounts. The Commission rejected that argument and held (at p. 118), "Where the
17 dispute is resolved in favor of BellSouth, Covad shall be required to pay the amount it
18 owes BellSouth plus applicable late payment charges." Two years later, in Order No.
19 PSC-03-1139-FOF-TP (Oct. 13, 2003), the Commission held, "Consistent with this
20 Commission's previous findings (Docket No. 001797-TP), late payment charges shall
21 apply on disputed amounts if the dispute is ultimately resolved in favor of Verizon."

22 **Q. HOW SHOULD THE COMMISSION RESOLVE THIS ISSUE?**

1 A. Consistent with its precedents, the Commission should reject CA’s language that would
2 limit the application of “Late Payment Charges” to undisputed charges because 1) LPCs
3 provide an appropriate incentive for CA to pay its bills on time; 2) applying LPCs to
4 disputed amounts minimizes frivolous disputes; and 3) CA’s definition is inconsistent
5 with agreed terms in the ICA and would therefore likely lead to disputes.

6 **ISSUE 13a(ii): SHOULD LATE PAYMENT CHARGES APPLY IF**
7 **COMMUNICATIONS AUTHORITY DOES NOT PROVIDE THE**
8 **NECESSARY REMITTANCE INFORMATION?**

9 **Affected Contract Provision: GT&C § 2.106**

10 **Q. WHAT IS REMITTANCE INFORMATION, AND HOW DOES AT&T FLORIDA**
11 **USE IT WHEN IT ACCOMPANIES CA’S PAYMENT?**

12 A. CLECs typically have numerous billing account numbers (“BANs”) established with
13 AT&T Florida. In a very simplistic example, this might include one BAN for resale
14 services, another BAN for local interconnection services obtained pursuant to the ICA,
15 and a third BAN for access services. The remittance information that CA supplies when
16 it pays a bill tells AT&T Florida to which BAN(s) each payment should be applied,
17 allowing CA to manage its bill payments as it chooses.

18 **Q. WHAT DIFFERENCE DOES IT MAKE IF CA DOES NOT PROVIDE**
19 **REMITTANCE INFORMATION WHEN IT PAYS A BILL?**

20 A. In many circumstances, the remittance information is the only way AT&T Florida can
21 know to what accounts payments are to be credited. For example, assume that at some
22 point in time, CA owes AT&T Florida \$10,000 for resale services obtained pursuant to
23 the ICA; \$15,000 for local interconnection services obtained pursuant to the ICA; and
24 \$25,000 for access services obtained pursuant to tariff. Assume further that with those

1 amounts owing, CA pays AT&T Florida \$35,000. AT&T Florida has no way to know
2 how to allocate that \$35,000. It could be \$10,000 to resale, \$15,000 to local
3 interconnection, and \$10,000 to access; it could be \$0 to resale, \$10,000 to local
4 interconnection, and \$25,000 to access; and so on. Consequently, CA may have fully
5 paid what it owes under the ICA, or it may be as much as \$15,000 in arrears under the
6 ICA.

7 **Q. WHY SHOULD LATE PAYMENT CHARGES APPLY IF CA DOES NOT**
8 **PROVIDE THE NECESSARY REMITTANCE INFORMATION?**

9 A. For CA to remain in control of how its payments are applied to the various BANs, as it
10 should, AT&T Florida cannot process CA's payment absent the proper remittance
11 information. CA's acknowledgement of this fact is reflected in its agreement to GT&C
12 section 11.5:

13 If the Remittance Information is not received with payment, AT&T-
14 21STATE will be unable to apply amounts paid to CLEC's accounts. In
15 such event, AT&T-21STATE shall hold such funds until the Remittance
16 Information is received. If AT&T-21STATE does not receive the
17 Remittance Information by the Bill due date for any account(s), Late
18 Payment Charges shall apply.

19 While AT&T Florida is holding CA's funds pending receipt of the remittance
20 information, the funds remain in CA's bank account and the bill remains unpaid. LPCs
21 properly apply to payments not made by the bill due date, including those that are late
22 because CA did not supply the remittance information. It is not clear why CA objects to
23 the statement in GT&C section 2.106 (the definition of LPCs) that LPCs apply when CA
24 does not submit the remittance information when it has agreed to that very proposition in
25 section 11.5.

1 **Q. IS THERE ANOTHER REASON THAT LATE PAYMENT CHARGES SHOULD**
2 **APPLY IF CA DOES NOT INCLUDE THE REMITTANCE INFORMATION**
3 **WITH ITS PAYMENT?**

4 A. Yes. Consider the illustration I gave above, where CA owes \$10,000 for resale services
5 obtained pursuant to the ICA; \$15,000 for local interconnection services obtained
6 pursuant to the ICA; and \$25,000 for access services obtained pursuant to tariff, and CA
7 pays \$35,000 and fails to provide the remittance information. CA is now late on \$15,000,
8 but without the remittance information, AT&T Florida has no way to know whether the
9 unpaid \$15,000 is for services provided under the ICA or for services provided pursuant
10 to tariff or part one and part the other, and since the ICA and the tariff may have different
11 LPCs, AT&T Florida has no way to know how to proceed. That is why it makes perfect
12 sense for the funds to be held and for LPCs to accrue on the entire unpaid amount until
13 AT&T Florida receives the remittance information – as CA has agreed in section 11.5.

14 **ISSUE 13b: SHOULD THE DEFINITION OF “PAST DUE” BE LIMITED TO**
15 **UNDISPUTED CHARGES THAT ARE NOT PAID ON TIME?**

16 **Affected Contract Provision: GT&C § 2.137**

17 **Q. PLEASE IDENTIFY THE DISAGREEMENT.**

18 A. This issue concerns the definition of “Past Due” in GT&C section 2.137. The agreed
19 portion of the definition states in part: “‘Past Due’ means when a CLEC fails to remit
20 payment for any charges by the Bill Due Date” CA proposes to insert “*undisputed*”
21 before “charges,” so that charges would not be “Past Due” if they were disputed. AT&T
22 Florida opposes that proposal.

23 **Q. HOW SHOULD THE COMMISSION ANALYZE THE DISAGREEMENT?**

1 A. The only way to properly resolve a disagreement about the definition of a term in a
2 contract is to examine the way the term is used in the contract and the consequences of
3 the competing definitions. Here, for example, the disagreement cannot be resolved by
4 trying to decide in the abstract whether or not an unpaid charge that is disputed should be
5 considered past due – because the answer in the abstract makes no difference. All that
6 matters is how the term works in the contract.

7 **Q. WHAT WOULD BE THE CONSEQUENCES UNDER THE ICA IF THE WORD**
8 **“UNDISPUTED” WERE INSERTED IN THE DEFINITION OF “PAST DUE” AS**
9 **CA PROPOSES?**

10 A. The term “Past Due” is used in only two provisions in the ICA. In those two provisions,
11 the parties have agreed that LPCs and interest charges apply to Past Due amounts (GT&C
12 sections 11.3 and 11.4, respectively). Accordingly, if CA’s proposal to insert
13 “undisputed” into the definition of “Past Due” were approved, the consequence would be
14 that LPCs and interest would not apply to disputed amounts.

15 **Q. SHOULD LPCS AND INTEREST APPLY TO DISPUTED AMOUNTS?**

16 A. Yes. Billed Amounts that are not paid by the Bill Due Date should be subject to LPCs
17 for the reasons I gave in connection with Issue 13a(i). And such amounts should also be
18 subject to interest for the same reasons. Once a dispute is resolved, late payment and
19 interest charges will be paid to the billing party or credited to the billed party depending
20 on resolution of the dispute. CA’s language would improperly allow CA to pay late at
21 will and to avoid late payment and interest charges by disputing the bill.

22 **Q. HOW SHOULD THE COMMISSION RESOLVE THIS ISSUE?**

1 A. The Commission should reject CA's language that would limit the definition of "Past
2 Due" to undisputed charges not paid by the bill due date.

3 **ISSUE 13c: SHOULD THE DEFINITION OF "UNPAID CHARGES" BE LIMITED TO**
4 **UNDISPUTED CHARGES THAT ARE NOT PAID ON TIME?**

5 **Affected Contract Provision: GT&C § 2.164**

6 **Q. WHAT IS THE PARTIES' DISPUTE REGARDING THE DEFINITION OF THE**
7 **TERM "UNPAID CHARGES"?**

8 A. The disputed definition of "Unpaid Charges" looks like this:

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

13 Thus, CA proposes to limit "Unpaid Charges" to undisputed charges.

14 **Q. WHAT IS WRONG WITH CA'S PROPOSAL TO INSERT THAT WORD?**

15 A. As I explained above, the way to determine how a term should be defined in a contract is
16 by examining how that term is used in the document. The term "Unpaid Charges" is used
17 in three provisions in the ICA. As I will show, it would make no sense, in light of the
18 way the term is used in those provisions, to include the word "undisputed" in the
19 definition. Specifically:

20 1.) Agreed language in GT&C section 11.9 states:

21 If Unpaid Charges are subject to a billing dispute between the Parties, the
22 Non-Paying Party must, prior to the Bill Due Date, give written notice to
23 the Billing Party of the Disputed Amounts and include in such written
24 notice the specific details and reasons for disputing each item listed in
25 Section 13.4 below.

26 That provision obviously assumes that Unpaid Charges may or may not be disputed.

27 Consequently, the provision would be rendered nonsensical if Unpaid Charges were

1 defined in such a way as to exclude disputed charges, so CA's proposal to define the term
2 in that fashion is directly inconsistent with what CA has agreed to in section 11.9.

3 2.) Agreed language in GT&C section 12.4 states:

4 12.4 If the Non-Paying Party desires to dispute any portion of the
5 Unpaid Charges, the Non-Paying Party must complete all of the
6 following actions not later than fifteen (15) calendar days
7 following receipt of the Billing Party's notice of Unpaid Charges:

8 12.4.1 notify the Billing Party in writing which portion(s) of the
9 Unpaid Charges it disputes, including the total Disputed
10 Amounts and the specific details listed in Section 13.4
11 below of this Agreement, together with the reasons for its
12 dispute; and

13 12.4.2 pay all undisputed Unpaid Charges to the Billing Party; and

14 Like section 11.9, those provisions obviously assume that Unpaid Charges may or may
15 not be disputed. So, again, the provisions would be rendered nonsensical if Unpaid
16 Charges were defined in such a way as to exclude disputed charges.

17 3.) Finally, GT&C section 12.6 uses the term "Unpaid Charges" twice, and it
18 would make no sense in either instance for the definition of that term to include the word
19 "undisputed" – though for different reasons. Generally, section 12.6 sets forth certain
20 consequences for specified failures of the Non-Paying Party. The first enumerated failure
21 (in agreed section 12.6.1) is a failure to "pay any undisputed Unpaid Charges in response
22 to the Billing Party's discontinuance Notice." Since the word "undisputed" is already
23 included in 12.6.1, the inclusion of the same word in the definition of "Unpaid Charges"
24 would, in this instance, be redundant.

25 Section 12.6.2 is disputed (Issue 23(c)). AT&T Florida proposes that it identify
26 as a failure by the Non-Paying Party a failure to "deposit the disputed portion of any

1 Unpaid Charges into an interest bearing escrow account that complies with all of the
2 terms set forth in Section 11.10 above within the time specified in Section 12.2 above.”
3 CA opposes this language – as well as all other provisions relating to escrow. For present
4 purposes, however, the important point is that if AT&T Florida wins the escrow issue, so
5 that its proposed section 12.6.2 is included in the ICA, it is explicit and obvious that the
6 charges that are the subject of section 12.6.2 – the charges to be deposited in escrow – are
7 disputed charges. Thus, the whole provision would be rendered nonsensical if “Unpaid
8 Charges” were limited to undisputed charges.

9 **Q. HOW SHOULD THE COMMISSION RESOLVE THIS ISSUE?**

10 A. The Commission should reject CA’s proposal to include the word “undisputed” in the
11 definition of “Unpaid Charges.” The reason for this has nothing to do with any
12 substantive disagreement between the parties. Rather, the reason is that when one looks
13 at the way the term “Unpaid Charges” is used in the ICA, it is undeniable that CA’s
14 proposal would serve no defensible purpose and would turn perfectly sensible contract
15 provisions on which the parties have agreed into nonsense.

16 **ISSUE 13d: SHOULD LATE PAYMENT CHARGES APPLY ONLY TO UNDISPUTED**
17 **CHARGES?**

18 **Affected Contract Provision: GT&C § 11.3.1**

19 **Q. CA PROPOSES THAT LATE PAYMENT AND INTEREST CHARGES SHOULD**
20 **NOT APPLY TO DISPUTED AMOUNTS. WHAT IS YOUR RESPONSE?**

21 A. Late payment and/or interest charges should apply to *all* unpaid amounts. As I explained
22 above in connection with Issue 13a(i), and as the Commission has twice held in
23 connection with LPCs, such late fees properly accrue on any amount not paid on time,

1 including charges subject to a dispute. Once a dispute is resolved, late payment and
2 interest charges will be paid to the billing party or credited to the billed party depending
3 on resolution of the dispute. With the revisions CA has proposed to the billing and
4 payment language in GT&C section 11, it does not appear that CA would ever pay LPCs
5 on any amounts it disputed – even when the dispute is resolved against CA. CA should
6 not be permitted to pay late at will and avoid late payment and interest charges by
7 disputing the bill.

8 **Q. HOW SHOULD THE COMMISSION RESOLVE THIS ISSUE?**

9 A. The Commission should reject CA's language that would limit the application of late
10 payment and/or interest charges to undisputed amounts.

11 **ISSUE 14a: SHOULD THE GT&Cs STATE THAT THE PARTIES SHALL PROVIDE**
12 **EACH OTHER LOCAL INTERCONNECTION SERVICES OR**
13 **COMPONENTS AT NO CHARGE?**

14 **Affected Contract Provision: GT&C § 5.1**

15 **Q. WHAT LANGUAGE IS IN DISPUTE FOR THIS ISSUE?**

16 A. CA proposes to include the following language in GT&C section 5.1:

17 *Each party shall bear all costs of local interconnection facilities on its*
18 *side of the Point of Interconnection ("POI"), and neither party shall*
19 *charge the other party non-recurring or monthly recurring charges*
20 *associated with local interconnection services or components located at*
21 *the POI or on the billing party's side of the POI.*

22 AT&T Florida objects to the inclusion of this language in the GT&Cs.

23 **Q. WHAT IS AT&T FLORIDA'S OBJECTION?**

24 A. Part of CA's language is unnecessary and potentially confusing, while the remainder is
25 unclear.

1 **Q. PLEASE EXPLAIN.**

2 A. The main thrust of CA's language is that each party is responsible for the costs of
3 interconnection facilities on its side of the Point of Interconnection ("POI"). AT&T
4 Florida agrees with that. However, the ICA already makes this very clear – and it does so
5 in the portion of the ICA where such matters are appropriately addressed, namely, the
6 Network Interconnection Attachment. Specifically, the definition of "POI" in Net. Int.
7 section 2.26 states that the POI "serves as a demarcation point between the facilities that
8 each Party is physically and financially responsible to provide." Similarly, Net. Int.
9 section 3.2.2 states: "[u]nless otherwise provided in this Attachment, each Party is
10 financially responsible for the provisioning of facilities on its side of the negotiated
11 POI(s)." At a minimum, it is unnecessary to repeat the point in the GT&Cs. Beyond
12 that, it is generally a bad idea for two portions of a contract to make essentially the same
13 point with different language, because that can lead to problems of interpretation and
14 confusion.

15 **Q. WHAT PORTION OF CA'S PROPOSED LANGUAGE IS UNCLEAR?**

16 A. It is not clear what is meant by "local interconnection services or components" or what
17 would be "located at the POI," as opposed to being on one side of the POI or the other.
18 Though not entirely clear, it appears that CA's language is intended to align with its
19 position that there should be no nonrecurring charges to install interconnection trunks or
20 revise a due date (Issues 66 and 14b(ii)), or for multiplexing (Issue 66), or, for example,
21 for Local Channel-Dedicated-DS1 (Issue 66). These and related pricing issues are more
22 appropriately addressed elsewhere and should not be duplicated here.

1 **Q. HOW SHOULD THE COMMISSION RESOLVE ISSUE 14a?**

2 A. The Commission should reject CA's additional language because it is both unnecessary
3 and inappropriate.

4 **ISSUE 14b(i): SHOULD AN ASR SUPPLEMENT BE REQUIRED TO EXTEND THE**
5 **DUE DATE WHEN THE REVIEW AND DISCUSSION OF A TRUNK**
6 **SERVICING ORDER EXTENDS BEYOND 2 BUSINESS DAYS?**

7 **ISSUE 14b(ii): SHOULD AT&T FLORIDA BE OBLIGATED TO PROCESS**
8 **COMMUNICATIONS AUTHORITY'S ASRs AT NO CHARGE?**

9 **Affected Contract Provision: Net. Int. § 4.6.4**

10 **Q. PLEASE EXPLAIN THE PARTIES' DISPUTE REGARDING NETWORK**
11 **INTERCONNECTION SECTION 4.6.4.**

12 A. I will begin by explaining what that provision covers. Net. Int. section 4.6 addresses
13 trunk servicing, in other words, adjusting the sizing of working trunk groups (either up or
14 down) based on over- or under- utilization. For example, if a trunk group is
15 underutilized, section 4.6.3.2 allows either party to initiate a request to downsize the
16 trunk group to a more efficient level. If there is a question about the appropriateness of a
17 request to downsize a trunk group, the ASR will be placed in held status while the parties
18 hold a planning meeting to discuss it. Although the parties agree to expedite this
19 discussion, it is possible that resolution may be delayed. In the event a trunk servicing
20 order is in held status more than two business days, AT&T Florida's language would
21 require an ASR supplement to establish a new due date that accommodates the delay.
22 CA objects to such a requirement and instead proposes that a supplemental ASR to
23 change the due date be optional. This is the first of two disagreements concerning Net.
24 Int. section 4.6.4.

1 **Q. WHY SHOULD A SUPPLEMENTAL ASR TO CHANGE THE DUE DATE BE**
2 **REQUIRED RATHER THAN OPTIONAL?**

3 A. AT&T Florida is measured on the timeliness of the completion of local interconnection
4 trunk orders,⁵ and it is unreasonable to hold AT&T Florida to the original due date when
5 an order is on hold pending ongoing discussion about the particulars of the order itself.

6 **Q. DID CA EXPLAIN ITS POSITION IN ITS COMMENTS?**

7 A. No. CA simply referred to its Comments for Issue 14(a), which are not relevant to the
8 issue of ASR due dates.

9 **Q. WHAT IS THE SECOND DISAGREEMENT CONCERNING NET. INT.**
10 **SECTION 4.6.4?**

11 A. CA proposes language that would prohibit AT&T Florida from charging for ASRs related
12 to ordering, rearranging or disconnecting local interconnection trunks. AT&T Florida
13 opposes that language.

14 **Q. WHY SHOULDN'T AT&T FLORIDA BE REQUIRED TO PROCESS CA'S ASRS**
15 **FOR FREE, AS CA PROPOSES?**

16 A. AT&T Florida incurs costs when it processes ASRs, and CA's language would
17 unreasonably require AT&T Florida to bear those costs. As the "cost causer," CA should
18 be fully responsible for such costs and should pay the full amount of all applicable non-
19 recurring charges. Furthermore, CA's language is inconsistent with language to which it
20 agreed in section 1.7.4 of the Pricing Schedule, which states: "CLEC shall pay the
21 applicable service order processing/administration charge for each service order

⁵ I have provided the relevant performance metrics as Exhibit PHP-4 (Percent Missed Installation Appointments) and Exhibit PHP-5 (Order Completion Interval).

1 submitted by CLEC to AT&T-21STATE to process a request for installation,
2 disconnection, rearrangement, change, or record order.” This language in the Pricing
3 Schedule applies to CA’s trunk orders, just as it does to every other service order.

4 **Q. DID CA’S COMMENTS JUSTIFY ITS PROPOSAL FOR FREE PROCESSING**
5 **OF ASRs?**

6 A. No. As with its position concerning supplemental ASRs, CA simply referred to its
7 Comments for Issue 14(a), which are not relevant to this disagreement.

8 **Q. HOW SHOULD THE COMMISSION RESOLVE ISSUE 14b?**

9 A. The Commission should (i) adopt AT&T Florida’s language that will require a
10 supplemental ASR to change the due date on a trunk servicing order if the order is held
11 for discussion for more than two days; and (ii) reject CA’s language that would obligate
12 AT&T Florida to process CA’s trunk orders for free, in direct conflict with agreed
13 language in the Pricing Schedule.

14 **ISSUE 15(ii): MAY COMMUNICATIONS AUTHORITY EXCLUDE EXPLOSION,**
15 **COLLAPSE AND UNDERGROUND DAMAGE COVERAGE FROM ITS**
16 **COMMERCIAL GENERAL LIABILITY POLICY IF IT WILL NOT**
17 **ENGAGE IN SUCH WORK?**

18 **Affected Contract Provision: GT&C § 6.2.2.14**

19 **Q. DOES CA AGREE TO INCLUDE IN ITS COMMERCIAL GENERAL**
20 **LIABILITY POLICY COVERAGE FOR EXPLOSION, COLLAPSE AND**
21 **UNDERGROUND DAMAGE?**

22 A. Not entirely. CA seeks to limit its obligation to obtain such coverage by qualifying that it
23 is only required if CA will “engage in such work.”

24 **Q. WHY DOES AT&T FLORIDA OBJECT TO THIS LIMITATION?**

1 A. Any assertion by CA that it will not “engage in such work” cannot be verified or
2 enforced. The ICA provides CA with the ability to engage in such work, and CA has no
3 obligation to notify AT&T Florida when it does so. If, for example, a CA representative
4 goes into a single manhole, which is necessarily underground, it is engaging in “such
5 work” and is exposing AT&T Florida to risk. It is unreasonable for the ICA to obligate
6 AT&T Florida to bear the risk of the hazards set forth in GT&C section 6.2.2.14 because
7 CA was permitted to exclude them from its insurance policy.

8 **Q. HOW SHOULD THE COMMISSION RESOLVE ISSUE 15(ii)?**

9 A. The Commission should reject CA’s additional language in GT&C section 6.2.2.14
10 because it could expose AT&T Florida to risk that should be CA’s to bear.

11 **ISSUE 16: WHICH PARTY’S INSURANCE REQUIREMENTS ARE APPROPRIATE**
12 **FOR THE ICA WHEN COMMUNICATIONS AUTHORITY IS**
13 **COLLOCATING?**

14 **Affected Contract Provisions: GT&C §§ 6.2.2.6 through 6.2.2.10**

15 **Q. WHAT IS THE PARTIES’ DISAGREEMENT ABOUT INSURANCE**
16 **REQUIREMENTS?**

17 A. Agreed language in GT&C section 6.2.2 provides that CA will maintain Commercial
18 General Liability insurance covering “liability arising from premises, operations,
19 personal injury, products/completed operations, and liability assumed under an insured
20 contract (including the tort liability of another assumed in a business contract).” The
21 amount of coverage CA must maintain depends on whether CA is or is not collocated on
22 AT&T Florida’s premises. The parties are in full agreement on the coverage limits in the
23 situation where CA is not collocated. The disagreement concerns what the appropriate
24 amounts for various categories of coverage should be in the situation where CA is

1 collocated. The disagreements are displayed in the table below. The table shows the
2 coverage items that are in dispute and, for each item, the coverage amount proposed by
3 AT&T Florida and the coverage amount proposed by CA. Again, this is for the situation
4 where CA is collocated on AT&T Florida’s premises.

Coverage Provision	AT&T Florida	CA
General Aggregate Limit	\$10,000,000	\$2,000,000
Each Occurrence	\$5,000,000	\$2,000,000
Personal Injury and Advertising Injury	\$5,000,000	\$2,000,000
Products/Completed Operations Aggregate limit	\$10,000,000	\$2,000,000
Damage to Premises Rented to you (Fire Legal Liability)	\$2,000,000	\$500,000

5

6 **Q. BEFORE YOU DISCUSS COVERAGE LIMITS, WHY IS IT IMPORTANT FOR**
7 **THE PARTIES TO BE INSURED AT ALL?**

8 A. Commercial General Liability (“CGL”) insurance protects business owners against
9 claims of liability for bodily injury, property damage, and personal and advertising injury
10 (slander and false advertising). Premises/operations coverage pays for bodily injury or
11 property damage that occurs on the insured’s premises or as a result of its business
12 operations. Products/completed operations coverage pays for bodily injury and property
13 damage that occurs away from the insured’s business premises and is caused by the
14 insured’s products or completed work. CLECs and ILECs in the telecommunications
15 industry have contact with the general public, and have access to secure buildings and
16 expensive equipment. It is necessary for both parties in the contractual relationship to

1 carry the adequate amount of liability insurance to insulate themselves, as well as the
2 other party, against the financial consequences of insurable events, if and when they
3 occur.

4 **Q. ARE THE LIMITS THAT AT&T FLORIDA IS PROPOSING CONSISTENT**
5 **WITH INDUSTRY PRACTICE?**

6 A. Yes. Virtually all of the dozens of ICAs that AT&T Florida has negotiated with CLECs
7 and that this Commission has approved in recent years contain the insurance limits that
8 AT&T Florida is proposing here.⁶

9 **Q. APART FROM THAT, WHY ARE THE LIMITS AT&T FLORIDA IS**
10 **PROPOSING MORE REASONABLE THAN THE LIMITS CA IS PROPOSING?**

11 A. The limits CA is proposing are simply inadequate to cover the possible losses. The mere
12 presence of electronic equipment in a central office has the potential to cause a major fire
13 and millions of dollars in damage, yet CA proposes only \$500,000 in coverage. CA
14 proposes to care for the potential for serious personal injury with only \$2 million
15 insurance, despite the high risk associated with personal injury damages. CA's proposal
16 for only \$2 million in aggregate insurance coverage is very low and can easily be eroded
17 by unrelated claims. The aggregate is the most an insurance company will pay out in a
18 policy year, no matter how many claims are submitted or how extensive the damage. To
19 put this in perspective, most prudent homeowners will carry umbrella liability insurance
20 of \$1 million or more in addition to their home and auto insurance liability coverage.
21 AT&T Florida is obligated to permit CA to come onto its premises, and CA's very

⁶ There are some relatively recent ICAs that were adoptions of earlier vintage ICAs in which the insurance terms and conditions are less comprehensive than AT&T Florida proposes today, but many of those contain the minimum aggregate limit of \$10 million.

1 presence puts AT&T Florida at risk of damages. AT&T Florida's insurance levels are
2 proportional to the risk CA imposes on AT&T Florida.

3 **Q. CAN YOU DEMONSTRATE THAT SOME OF THE COVERAGE LIMITS CA IS**
4 **PROPOSING ARE TOO LOW IN LIGHT OF THE LIMITS CA HAS AGREED**
5 **TO IN THE SITUATION WHERE IT IS NOT COLLOCATING?**

6 A. Yes. As I said, there is no disagreement about the insurance limits in the event that CA is
7 not collocating. Here is the same table I displayed above, but with a column added on the
8 right showing the agreed limits for the situation where CA is not collocating:

Coverage Provision	AT&T Florida	CA	If not collocating (agreed)
General Aggregate Limit	\$10,000,000	\$2,000,000	\$2,000,000
Each Occurrence Limit	\$5,000,000	\$2,000,000	\$1,000,000
Personal Injury and Advertising Injury	\$5,000,000	\$2,000,000	\$1,000,000
Products/Completed Operations Aggregate limit	\$10,000,000	\$2,000,000	\$2,000,000
Damage to Premises Rented to you (Fire Legal Liability)	\$2,000,000	\$500,000	None

9

10 **Q. THE AGREED COVERAGE LIMITS FOR THE SITUATION WHERE CA IS**
11 **NOT COLLOCATING ARE MUCH LOWER THAN THE LIMITS AT&T**
12 **FLORIDA IS PROPOSING FOR THE SITUATION WHERE CA IS**
13 **COLLOCATING. WHY IS THAT?**

14 A. The insurable risks for CLECs that collocate are much greater than those for CLECs that
15 do not collocate, which interface less with, and so pose less risk to, AT&T Florida
16 buildings, equipment, and personnel. CA apparently recognizes this – at least to some
17 extent – because in the situation where it is collocating, it proposes higher limits for three

1 of the five categories – each occurrence; personal injury and advertising injury; and
2 damage to rented premises.

3 **Q. WHAT ABOUT THE OTHER TWO CATEGORIES – GENERAL AGGREGATE**
4 **LIMIT AND PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT?**

5 A. That is why I brought this up. In those two categories, CA proposes the same limits in
6 the situation where it is collocating as the limits the parties have agreed to in the situation
7 where CA is not collocating. This does not make sense. Given the fact that CA poses
8 much greater risks when it is collocated than when it is not, and given that CA recognizes
9 this by proposing higher limits for three of the five categories in the collocation scenario,
10 it should also be proposing higher limits for the other two categories.

11 That said, I must emphasize that I am *not* suggesting that the coverage limits CA
12 is proposing for each occurrence, personal injury and advertising injury, and damage to
13 rented premises are anywhere close to adequate, because they are not, for the reasons I
14 discussed above. I am simply making the point that just on the face of it, CA's proposal
15 is internally inconsistent.

16 **Q. HOW SHOULD THE COMMISSION RULE ON THIS ISSUE?**

17 A. The Commission should adopt AT&T Florida's Commercial General Liability coverage
18 limits.

19 **ISSUE 17(ii): SHOULD AT&T FLORIDA BE OBLIGATED TO RECOGNIZE AN**
20 **ASSIGNMENT OR TRANSFER OF THE ICA THAT THE ICA DOES**
21 **NOT PERMIT?**

22 **ISSUE 17(iii): SHOULD THE ICA DISALLOW ASSIGNMENT OR TRANSFER OF**
23 **THE ICA TO AN AFFILIATE THAT HAS ITS OWN ICA IN FLORIDA?**

24 **Affected Contract Provision: GT&C § 7.1.1**

1 **Q. WHAT LANGUAGE DOES AT&T FLORIDA PROPOSE REGARDING**
2 **RECOGNITION OF AN UNPERMITTED ASSIGNMENT OR TRANSFER**
3 **(ISSUE 17(ii))?**

4 A. AT&T Florida proposes to include the following language in GT&C section 7.1.1:

5 **Any attempted assignment or transfer that is not permitted is void as**
6 **to AT&T-21STATE and need not be recognized by AT&T-21STATE**
7 **unless it consents or otherwise chooses to do so for a more limited**
8 **purpose.**

9 **Q. WHEN WOULD AN ASSIGNMENT OR TRANSFER BE “NOT PERMITTED”**
10 **WITHIN THE MEANING OF SECTION 7.1.1?**

11 A. Agreed language in section 7.1.1 provides that CA may not assign its ICA without AT&T
12 Florida’s prior written consent, which will not be unreasonably withheld. If CA initiated
13 an assignment without attempting to obtain AT&T Florida’s consent, such an assignment
14 would not be permitted. An assignment would also not be permitted if CA requested
15 AT&T Florida’s consent but AT&T Florida reasonably withheld consent.

16 **Q. CAN YOU PROVIDE AN EXAMPLE OF AN ASSIGNMENT FOR WHICH**
17 **AT&T FLORIDA MIGHT REASONABLY WITHHOLD CONSENT?**

18 A. Yes. If the entity to which CA sought to make assignment did not hold a valid local
19 exchange certificate, and was not seeking such certification, it would be reasonable for
20 AT&T Florida to withhold consent for CA’s request to assign its ICA to that entity.

21 **Q. SHOULD AT&T FLORIDA BE OBLIGATED TO RECOGNIZE AN**
22 **ASSIGNMENT OR TRANSFER THAT IS NOT PERMITTED?**

23 A. No. It is plain common sense that AT&T Florida should not be obligated to recognize an
24 assignment or transfer that is not permitted. Accordingly, section 7.1.1 should include
25 AT&T Florida’s proposed language so providing.

1 **Q. DID CA EXPLAIN IN ITS COMMENTS WHY IT OBJECTS TO HAVING**
2 **SECTION 7.1.1 STATE THAT AN ASSIGNMENT OR TRANSFER THAT IS**
3 **NOT PERMITTED IS VOID AND NEED NOT BE RECOGNIZED BY AT&T**
4 **FLORIDA?**

5 A. No.

6 **Q. TURNING TO ISSUE 17(iii), SHOULD THE ICA DISALLOW ASSIGNMENT OR**
7 **TRANSFER OF THE ICA TO AN AFFILIATE THAT HAS ITS OWN ICA IN**
8 **FLORIDA?**

9 A. Yes. Just like any CLEC, a CA affiliate that has its own ICA is bound by the terms of
10 that ICA for the entire term of the ICA. During that term, the affiliate cannot, for
11 example, abandon terms or conditions of its ICA by adopting different terms or
12 conditions of another ICA, and that includes CA's ICA. It is appropriate for the ICA to
13 make clear that assignment to an affiliate that has its own ICA in Florida is not permitted.

14 **Q. DOES AT&T FLORIDA'S LANGUAGE GIVE IT THE AUTHORITY TO**
15 **UNREASONABLY PREVENT CA FROM SELLING ITS ASSETS, AS CA**
16 **CLAIMED IN ITS COMMENTS?**

17 A. No. During negotiations, AT&T Florida agreed to CA's language that AT&T Florida
18 would not unreasonably withhold consent of a requested assignment or transfer of CA's
19 ICA.

20 **Q. HOW SHOULD THE COMMISSION RESOLVE ISSUES 17(ii) AND 17(iii)?**

21 A. The Commission should adopt AT&T Florida's language that i) states that AT&T Florida
22 is not obligated to recognize an assignment or transfer of the ICA that is not permitted;
23 and ii) does not permit assignment to a CA affiliate that already has an ICA with AT&T
24 Florida.

1 **ISSUE 18: SHOULD THE ICA EXPIRE ON A DATE CERTAIN THAT IS TWO**
2 **YEARS PLUS 90 DAYS FROM THE DATE THE ICA IS SENT TO**
3 **COMMUNICATIONS AUTHORITY FOR EXECUTION, OR SHOULD**
4 **THE TERM OF THE ICA BE FIVE YEARS FROM THE EFFECTIVE**
5 **DATE?**

6 **Affected Contract Provision: GT&C § 8.2.1**

7 **Q. WHAT ARE THE COMPETING PROPOSALS CONCERNING WHEN THE ICA**
8 **WILL EXPIRE?**

9 A. AT&T Florida proposes for GT&C section 8.2.1 to state that the ICA will expire on a
10 specified date – namely, the date that is two years plus 90 days after AT&T Florida sends
11 the ICA to CA for execution. CA proposes for the ICA to expire five years after the
12 Effective Date, which, as the parties have agreed in GT&C section 8.1, is ten days after
13 the ICA is approved. Thus, there are two aspects to the disagreement: whether the ICA
14 should specify a date certain on which the ICA expires, and how long the term of the ICA
15 should be.

16 **Q. WHY SHOULD THE ICA EXPIRE ON A DATE CERTAIN?**

17 A. Establishing a date certain for contract expiration eliminates any possible confusion
18 regarding exactly when the ICA expires, which is important in administering the ICA, not
19 only for CA, but also for CLECs interested in adopting CA's ICA pursuant to section
20 252(i) of the 1996 Act. It is very simple to look at the ICA and see a specific expiration
21 date (*e.g.*, June 1, 2017), which provides clarity. If CA's ICA instead expired a specified
22 number of years from the Effective Date, as CA proposes, it would be impossible to
23 determine the expiration date just by looking at the ICA. Rather, anyone needing to
24 determine the expiration date would have to figure out the Effective Date by researching
25 when the ICA was approved, and then add the specified number of years.

1 This is particularly problematic when another CLEC is considering adopting CA's
2 ICA, and the process is further complicated when there is a sequence of ICA adoptions.
3 For example, suppose CLEC A adopts CA's ICA and CLEC B subsequently adopts
4 CLEC A's ICA. To know when CLEC B's ICA expires, one would look to CLEC A's
5 ICA – which would not provide the answer. One would have to then look back to CA's
6 ICA and, if it includes language of the sort that CA is proposing, research the Effective
7 Date. Only then could one determine the expiration date of CLEC B's ICA. This is an
8 administrative burden that can easily be avoided. With the expiration date hard-coded
9 into the ICA, anyone looking at CA's ICA (and any adopting CLECs' ICAs) will know
10 precisely when it expires.

11 **Q. WHY IS TWO YEARS AND 90 DAYS FROM WHEN THE ICA IS SENT TO CA**
12 **FOR EXECUTION, AS OPPOSED TO THE FIVE YEARS THAT CA**
13 **PROPOSES, THE APPROPRIATE TERM?**

14 A. A term that is slightly more than two years enables the parties to accommodate the
15 rapidly changing telecommunications industry should modifications to the ICA that are
16 not directly tied to a change in law be appropriate.

17 **Q. WHY DOES AT&T FLORIDA PROPOSE AN ADDITIONAL 90 DAYS BEYOND**
18 **TWO YEARS?**

19 A. The expiration date will be hard-coded into the ICA when AT&T Florida sends the ICA
20 to CA for execution. AT&T Florida's language provides for at least a two-year term by
21 building in generous leeway (*i.e.*, 90 days) to allow for the normal processing and ICA
22 approval time that is inherent in the process.

23 **Q. DID CA SEEK A FIVE-YEAR TERM DURING NEGOTIATIONS?**

1 A. No. During negotiations, the parties' disagreement was between the two years plus 90
2 days term AT&T Florida proposed (and still proposes) and a three-year term as requested
3 by CA. CA did not propose a five-year term until it filed its petition.

4 **Q. IS CA'S CURRENT PROPOSAL FOR A FIVE-YEAR AGREEMENT**
5 **REASONABLE?**

6 A. No. CA's proposal that the parties could not seek to negotiate a successor ICA for five
7 years (*i.e.*, not before the year 2020) is unreasonable and should be rejected.

8 **Q. IF AT&T FLORIDA'S PROPOSAL IS ADOPTED AND THE ICA HAS AN**
9 **EXPIRATION DATE IN 2017, HOW LIKELY IS IT THAT CA WILL NEED TO**
10 **NEGOTIATE OR ARBITRATE A NEW ICA WITH AT&T FLORIDA**
11 **STARTING IN 2017?**

12 A. It is very unlikely. Under agreed language in GT&C section 8.4, the parties can continue
13 to do business under the ICA even after the ICA expires unless one party or the other
14 serves a "Notice of Expiration." It is the norm for AT&T ILECs, including AT&T
15 Florida, to continue to operate under expired ICAs in such "evergreen" status, typically
16 for years. In my experience, which is extensive in this respect, it is very unusual for an
17 ICA to actually be terminated when or shortly after it expires. Thus, it is most likely that
18 if the Commission adopts AT&T Florida's proposal and the ICA has a hard-coded
19 expiration date in 2017, the parties will nonetheless continue to operate under the ICA for
20 years after that. But in case unanticipated circumstances arise in our rapidly evolving
21 industry that warrant a new interconnection agreement sooner, the ICA should not lock
22 the parties into the terms the Commission is arbitrating now for five years, subject only to
23 modifications for changes in law.

24 **Q. HOW SHOULD THE COMMISSION RULE ON ISSUE 18?**

1 A. The Commission should adopt AT&T Florida's language reflecting that the ICA expires
2 on a date certain that is two years and 90 days from the date AT&T Florida sends the ICA
3 to CA for execution. CA's proposed five-year term from the effective date of the ICA is
4 too long in today's rapidly-changing industry.

5 **ISSUE 19: SHOULD TERMINATION DUE TO FAILURE TO CORRECT A**
6 **MATERIAL BREACH BE PROHIBITED IF THE DISPUTE**
7 **RESOLUTION PROCESS HAS BEEN INVOKED BUT NOT**
8 **CONCLUDED?**

9 **Affected Contract Provision: GT&C § 8.3.1**

10 **Q. PLEASE PROVIDE THE CONTEXT FOR THIS ISSUE.**

11 A. The starting point is a basic principle of contract law provided by counsel: If a party
12 materially breaches a contract, the other party is excused from its obligation to perform
13 and may treat the contract as terminated. Counsel informs me that Florida law
14 recognizes this principle, and AT&T Florida will provide pertinent legal cites in its
15 briefs.

16 Agreed language in GT&C section 8.3.1 embodies this principle. It states that
17 either party may terminate the ICA if the other party fails to perform a material obligation
18 or breaches a material term of this agreement and fails to cure such nonperformance or
19 breach within forty-five (45) calendar days after written notice thereof. CA, however,
20 proposes to add the following language, to which AT&T Florida objects, to section 8.3.1:

21 *Neither party shall terminate this Agreement or service under this*
22 *provision if the alleged breach is disputed and the Dispute Resolution*
23 *process has been invoked but not concluded, including all appeals.*

24 **Q. PLEASE EXPLAIN AT&T FLORIDA'S OBJECTION TO THIS LANGUAGE.**

1 A. Either party needs to be able to terminate the ICA in the event of a material breach by the
2 other party. CA's proposed language would improperly obligate AT&T Florida to
3 continue operating pursuant to the ICA for a prolonged period of time notwithstanding
4 CA's material breach. For example, if the Commission concluded a formal complaint
5 (which would take months) finding that CA materially breached the ICA, CA could then
6 simply file an appeal of that decision in court to maintain the dispute in pending status
7 while the litigation worked its way through the court system, including any appeals.
8 During this protracted period of time, which could take years, CA would have no
9 obligation to cure the breach and AT&T Florida would have no recourse.

10 **Q. WOULD THE COMMISSION'S EXPEDITED DISPUTE RESOLUTION**
11 **PROCESS BE AVAILABLE TO AT&T FLORIDA, AS CA CLAIMS?**

12 A. No. The parties' ICA will include comprehensive dispute resolution provisions (GT&C
13 section 13), and the parties agreed in section 13.2.1 that the dispute resolution procedures
14 will apply "to any controversy or claim arising out of or relating to this Agreement or its
15 breach." Pursuant to the Florida Administrative Code, the Commission's expedited
16 dispute resolution process is available only for resolution of disputes *not* governed by the
17 dispute resolution provisions of the ICA.⁷ And even if the Commission's expedited
18 process were available, as I explained above CA could simply file an appeal of the
19 resulting decision to delay termination.

⁷ Rule 25-22.0365(5)(d) of the Florida Administrative Code states that a request for expedited proceeding must include: "A statement that the complainant company attempted to resolve the dispute informally and *the dispute is not otherwise governed by dispute resolution provisions contained in the parties' relevant interconnection agreement.*" (Emphasis added).

1 **Q. BUT IF AT&T FLORIDA IS PERMITTED TO TERMINATE THE ICA BASED**
2 **UPON AN ALLEGED BREACH THAT CA DISPUTES, ISN'T THERE A RISK**
3 **THAT AT&T FLORIDA WILL TERMINATE WHEN THERE SHOULD BE NO**
4 **TERMINATION?**

5 A. No. The Commission does not need to be concerned that AT&T Florida would terminate
6 an ICA if there is any *legitimate* dispute about the breach. AT&T Florida is
7 extraordinarily cautious about terminations and is mindful of the liability to which it
8 would be exposed if it terminated CA's ICA without ample cause.

9 **Q. CAN YOU TIE THAT LAST POINT TO YOUR EARLIER REFERENCE TO**
10 **THE LEGAL PRINCIPLE THAT A MATERIAL BREACH BY ONE PARTY TO**
11 **A CONTRACT PERMITS THE OTHER PARTY TO TERMINATE?**

12 A. Yes. AT&T Florida's position on this issue is consistent with the way contracts work in
13 general. Assume that two Florida companies, X and Y, are parties to a contract. X
14 determines that Y is materially breaching, and confronts Y about it. Y disputes that it is
15 in breach. X then terminates the contract, and the parties go to court with their dispute.
16 If the court determines that there was no breach and the termination was wrongful, X,
17 which wrongfully ceased performing under the contract, will be held liable for whatever
18 damages Y suffered as a result. Importantly for present purposes, Y cannot automatically
19 stop X from terminating by disputing the breach; instead, Y's dispute of the breach puts
20 X on notice that it had better be sure it is correct about the breach before it puts itself at
21 risk by terminating.

22 It should work exactly the same way under the ICA between CA and AT&T
23 Florida. If AT&T Florida is sufficiently confident that CA is in breach that it is willing to
24 risk a suit for wrongful termination by CA, then AT&T Florida should be allowed to do
25 so, just like any other party to a contract. Conversely, CA should not be able to force

1 AT&T Florida to continue to perform, possibly for years, under a contract that CA is
2 breaching merely by disputing the breach.

3 **Q. HOW SHOULD THE COMMISSION DECIDE ISSUE 19?**

4 A. The Commission should reject CA's additional language in GT&C section 8.3.1.

5 **ISSUE 20: SHOULD AT&T FLORIDA BE PERMITTED TO REJECT**
6 **COMMUNICATIONS AUTHORITY'S REQUEST TO NEGOTIATE A**
7 **NEW ICA WHEN COMMUNICATIONS AUTHORITY HAS AN**
8 **OUTSTANDING BALANCE UNDER THIS ICA?**

9 **Affected Contract Provision: GT&C § 8.4.6**

10 **Q. PLEASE EXPLAIN THE PARTIES' DISPUTE FOR ISSUE 20.**

11 A. The parties agree in GT&C section 8.4.6 that AT&T Florida is entitled to reject CA's
12 request to negotiate a successor ICA when CA has an "outstanding balance under this
13 Agreement." However, CA proposes to insert the word "undisputed" before "outstanding
14 balance," so that AT&T Florida would be required to negotiate with CA for a successor
15 ICA when there is an unresolved billing dispute.

16 **Q. WHY SHOULD AT&T FLORIDA BE ENTITLED TO REJECT CA'S REQUEST**
17 **TO NEGOTIATE A NEW ICA WHEN THERE IS AN OUTSTANDING**
18 **BALANCE SUBJECT TO DISPUTE?**

19 A. CA should not be permitted to negotiate a new ICA unless it has satisfied all of its
20 payment obligations pursuant to the existing ICA, including final resolution of disputed
21 amounts. CA's language would permit it to negotiate a new ICA with different terms, or
22 request adoption of another CLEC's ICA pursuant to section 252(i) of the 1996 Act, even
23 though it had an outstanding bill, by simply initiating a billing dispute.

1 **Q. CA SUGGESTED IN ITS COMMENTS THAT AT&T FLORIDA COULD**
2 **BLACKMAIL CA INTO PAYING DISPUTED CHARGES SO IT COULD**
3 **CONTINUE OPERATIONS. IS THAT TRUE?**

4 A. No. CA's statement that AT&T Florida would fail to invoke the dispute resolution
5 process or otherwise fail to cooperate with CA in resolving a billing dispute to blackmail
6 CA into paying its bill is absurd. First, it ignores CA's own right to invoke dispute
7 resolution to clear any pending billing disagreements. And second, AT&T Florida has an
8 incentive to handle billing disputes reasonably and expeditiously so that it will be paid
9 what it is owed pursuant to the ICA.

10 **Q. HOW SHOULD THE COMMISSION RESOLVE THIS ISSUE?**

11 A. The Commission should reject CA's language that would permit it to negotiate a
12 successor ICA when there is an outstanding billing dispute.

13 **ISSUE 21: SHOULD COMMUNICATIONS AUTHORITY BE RESPONSIBLE FOR**
14 **LATE PAYMENT CHARGES WHEN COMMUNICATIONS**
15 **AUTHORITY'S PAYMENT IS DELAYED AS A RESULT OF ITS**
16 **FAILURE TO USE ELECTRONIC FUNDS CREDIT TRANSFERS**
17 **THROUGH THE ACH NETWORK?**

18 **Affected Contract Provision: GT&C § 11.8**

19 **Q. PLEASE EXPLAIN THIS DISAGREEMENT**

20 A. Under agreed language in GT&C section 11, billed amounts that are not disputed must be
21 paid by the Bill Due Date, and Past Due payments are subject to Late Payment Charges.
22 Section 11.6 identifies two methods by which the Billed Party can make payment. It may
23 pay either via electronic funds transfers through the Automated Clearing House
24 Association ("ACH") to the financial institution designated by AT&T Florida, or via
25 check.

1 Payments made by electronic funds transfers through ACH are processed
2 automatically. AT&T Florida therefore strongly prefers that CLECs use that method.
3 Indeed, AT&T Florida proposed to make payment by that method mandatory, but CA
4 declined. If CA chooses to pay by check, as agreed section 11.6 permits, a delay may
5 result that causes the payment to be late. To address that possibility, AT&T Florida
6 proposes the following language for GT&C section 11.8:

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

11 CA opposes that language.

12 **Q. WHY SHOULD THE ICA INCLUDE AT&T FLORIDA'S PROPOSED**
13 **LANGUAGE?**

14 A. Simply to makes clear that if CA does not pay electronically through the ACH network,
15 its payment may be delayed so that it is not posted by the Bill Due Date. CA has the
16 responsibility to pay its bills on time, and LPCs are appropriate any time a payment is not
17 made by the Bill Due Date. This includes when CA's payment is late because it elected
18 to make its payment via check through the U.S. mail, for example, rather than
19 electronically and the mail delivery was delayed. If CA chooses to use a payment
20 method that is less expeditious than the electronic method that is available to CA and the
21 result is non-payment by the Bill Due Date, it stands to reason that CA should be
22 responsible for the resulting LPCs, just as it is responsible for LPCs that result from other
23 causes.

1 **Q. DOES AT&T FLORIDA’S LANGUAGE PENALIZE CA FOR NOT PAYING**
2 **ELECTRONICALLY VIA THE ACH NETWORK, AS CA INDICATED IN ITS**
3 **COMMENTS?**

4 A. No. As long as AT&T Florida receives CA’s payment by the Bill Due Date, no LPCs
5 will be assessed.⁸ AT&T Florida’s language does not state that LPCs will apply if CA
6 makes a timely payment through means other than electronic transfer via ACH, *e.g.*, via
7 check.

8 **Q. HOW SHOULD THE COMMISSION RESOLVE ISSUE 21?**

9 A. The Commission should adopt AT&T Florida’s language that simply makes clear that if
10 CA’s payment does not arrive by the due date because of CA’s decision not to pay
11 electronically, Late Payment Charges will apply.

12 **ISSUE 22a: SHOULD THE DISPUTING PARTY USE THE BILLING PARTY’S**
13 **PREFERRED FORM OR METHOD TO COMMUNICATE BILLING**
14 **DISPUTES?**

15 **Affected Contract Provision: GT&C § 11.9**

16 **ISSUE 22b: SHOULD COMMUNICATIONS AUTHORITY USE AT&T FLORIDA’S**
17 **FORM TO NOTIFY AT&T FLORIDA THAT IT IS DISPUTING A BILL?**

18 **Affected Contract Provision: GT&C § 13.4**

19 **Q. WHAT IS THE DISAGREEMENT ABOUT BILLING DISPUTE FORMS?**

20 A. AT&T Florida proposes language for two sections of the GT&Cs that would require the
21 billed party to submit billing disputes on the Billing Party’s dispute form. First, AT&T
22 Florida proposes to include a sentence in GT&C section 11.9 that would state, “The
23 Disputing Party should utilize the preferred form or method provided by the Billing Party

⁸ CA’s payment must be immediately available to AT&T Florida (GT&C section 11.3.1), and CA must provide the remittance information (section 11.5) by the due date for payment to be considered timely.

1 to communicate disputes to the Billing Party.” Second, AT&T Florida proposes to
2 include a sentence in GT&C section 13.4 that would state, “Written Notice sent to
3 AT&T-21STATE for Disputed Amounts must be made on the ‘Billing Claims Dispute
4 Form,’” which is the form that all carriers that have ICAs with AT&T Florida currently
5 use to notify AT&T Florida of billing disputes. CA opposes AT&T Florida’s proposed
6 language.

7 **Q. WHAT IS THE BASIS FOR AT&T FLORIDA’S POSITION ON THIS ISSUE?**

8 A. Bills for services provided under an ICA can be voluminous and complex, and billing
9 disputes are frequent. In order for AT&T Florida to efficiently process the many disputes
10 it receives from numerous carriers, it is essential that all carriers use the same form –
11 AT&T Florida’s standard dispute form⁹ – which is compatible with AT&T Florida’s
12 billing and collections systems. AT&T Florida has worked successfully with other
13 carriers in the past to ensure they are using AT&T Florida’s billing dispute form properly
14 and providing the necessary data. There is no sound reason for CA to be treated
15 differently than other carriers in this respect.

16 Moreover, AT&T Florida’s proposed language requires AT&T Florida to submit
17 disputes to CA on CA’s preferred form. This even-handed approach recognizes that
18 standardization in ordering and billing processes leads to operational efficiencies that are
19 lost if the billing party has to reconcile a variety of different formats and data inputs from
20 different carriers. Standardization results in billing dispute claims being handled more

⁹ AT&T’s standard dispute form is available on its CLEC Online website:
<https://clec.att.com/clec/hb/shell.cfm?section=200&hb=507>. The “Billing Claims Dispute Form” link opens an
Excel workbook, which includes four worksheets: the data spreadsheet (“Claim Spreadsheet”), two job aids
 (“Spreadsheet Field Definitions” and “Record-Claim Types”), and a delivery guide (“Where to Send This Form”).

1 quickly and accurately than they would be if billed parties used their own idiosyncratic
2 forms.

3 **Q. CA STATED IN ITS COMMENTS THAT IT HAS SYSTEMS THAT CAN**
4 **AUTOMATICALLY SUBMIT BILLING DISPUTES, AND THAT SINCE THAT**
5 **SYSTEM PROVIDES ALL THE INFORMATION AT&T FLORIDA REQUIRES,**
6 **IT SHOULD MAKE NO DIFFERENCE WHETHER CA USES AT&T**
7 **FLORIDA’S STANDARD FORM. HOW DO YOU RESPOND?**

8 A. That simply is not correct. AT&T Florida can deal efficiently with the numerous billing
9 disputes it receives only if it receives the disputes in a consistent form. After all, if I sent
10 the Internal Revenue Service on April 15 all the information it needs to calculate my
11 taxes but used my own form, instead of the standard I.R.S. form, I don’t think the I.R.S.
12 would excuse me from the resulting fine if I said they were exalting form over function. I
13 don’t mean to suggest that AT&T Florida is akin to the government, but just as it would
14 be unmanageable for the government if individual taxpayers insisted on using their own
15 forms, so it would be unmanageable for AT&T Florida – and would cost AT&T Florida
16 time and money – if each CLEC used its own preferred method for communicating
17 billing dispute information.

18 **Q. BUT CA ASSERTS THAT IT WILL HAVE TO EXPEND “SUBSTANTIAL**
19 **EXTRA RESOURCES” IF IT IS REQUIRED TO USE AT&T FLORIDA’S**
20 **FORM. DO YOU DISAGREE?**

21 A. I will accept that CA may have to expend some additional resources – though how
22 substantial those resources may be I do not know. As a practical matter, as a new entrant
23 CA can design its process to use AT&T Florida’s dispute form from the outset; it does
24 not need to modify a current process. On the other hand, AT&T Florida would have to
25 expend resources of its own if the Commission were to allow CA to use a different

1 method to lodge billing disputes than every other CLEC in Florida. The question then
2 becomes, as between CA and AT&T Florida, which party should be required to bear a
3 cost associated with CA's dispute of an AT&T Florida bill? If we knew whether most
4 CA disputes were valid or invalid, or the amount of each party's costs, that would help
5 answer the question, but we do not have that information. Given the information the
6 Commission has, I would suggest that a reasonable answer is that since it is CA that
7 wishes to take the action, *i.e.* to dispute the bill, it is CA that should bear the cost.

8 **Q. WHY SHOULDN'T AT&T FLORIDA BE RESPONSIBLE FOR ENSURING ITS**
9 **SYSTEMS CAN ACCOMMODATE ALL OF ITS WHOLESALE CUSTOMERS'**
10 **PREFERENCES, RATHER THAN REQUIRING THE CUSTOMERS TO**
11 **CONFORM WITH AT&T FLORIDA'S REQUIREMENTS?**

12 A. When a vendor has many customers, it is the norm for the customers to conform to the
13 vendor's systems. This is true of a credit card company vis-à-vis its customers, an airline
14 vis-à-vis its customers, and a hospital with respect to its patients. The reason is obvious:
15 if a credit card company's hundreds of thousands of customers could choose their own
16 individualized means of communicating with the company, chaos would result. Likewise
17 for the airline and the hospital. And for AT&T Florida with respect to its hundreds of
18 wholesale customers – as all but one of those customers accept using AT&T Florida's
19 billing dispute form.

20 **Q. HAVE ANY OTHER STATE COMMISSIONS RECENTLY ADDRESSED THIS**
21 **ISSUE?**

22 A. Yes. AT&T Florida's affiliate AT&T Illinois arbitrated the issue with Sprint, which took
23 essentially the same position that CA takes here. The Illinois Commerce Commission
24 resolved the issue in favor of AT&T Illinois, stating, "The Commission agrees with

1 AT&T that use of the Billing Party’s dispute form allows the Billing Party to more
2 quickly and accurately process disputes, which would actually benefit the Billed Party.
3 ... The Commission notes that AT&T’s proposed language is party-neutral and that, to
4 the extent Sprint bills AT&T and there is a dispute, AT&T would then need to use
5 Sprint’s dispute process.”¹⁰ This Commission should resolve the issue in favor of AT&T
6 Florida as well.

7 **ISSUE 23: SHOULD A PARTY THAT DISPUTES A BILL BE REQUIRED TO PAY**
8 **THE DISPUTED AMOUNT INTO AN INTEREST-BEARING ESCROW**
9 **ACCOUNT PENDING RESOLUTION OF THE DISPUTE?**

10 **Affected Contract Provisions:**

- 11 (a) GT&C §§ 11.9 through 11.12, 11.13.2 through 11.13.4
12 (b) GT&C §§ 12.4.3, 12.4.4
13 (c) GT&C § 12.6.2

14 **Q. WHAT IS THIS ISSUE ABOUT?**

15 A. AT&T Florida proposes that if either party disputes the other’s bill, the disputing party
16 must, subject to certain exceptions, deposit the disputed amount in an escrow account, so
17 that once the dispute is resolved, the escrowed funds, along with the interest those funds
18 earn, can be disbursed in accordance with that resolution. CA objects to having any
19 escrow language in the ICA.

20 **Q. WHAT IS THE PURPOSE OF AT&T FLORIDA’S ESCROW LANGUAGE?**

21 A. To ensure that if the billed party disputes a bill and the dispute is resolved in favor of the
22 billing party, there will be funds available to pay what is owed. AT&T ILECs, including

¹⁰ Arbitration Decision, Docket No. 12-0550, *SprintCom, Inc. Petition for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996, to Establish an Interconnection Agreement With Illinois Bell Telephone Company d/b/a AT&T Illinois*, (Ill. Comm. Comm’n June 26, 2013).

1 AT&T Florida, have lost tens of millions of dollars in the following scenario: A carrier
2 disputes the ILEC's bills, sometimes with no good faith basis; the dispute is resolved a
3 year or two later in favor of the ILEC; the carrier files for bankruptcy; and the ILEC
4 ultimately must write off the wrongfully disputed amounts as uncollectible expense. If
5 the carrier is required to escrow disputed amounts, the ILEC is protected against such
6 losses.

7 **Q. CAN YOU QUANTIFY THE LOSSES THE ESCROW REQUIREMENT**
8 **PROTECTS AGAINST?**

9 A. Yes. The AT&T ILECs have written off over \$308 million in uncollectible losses under
10 ICAs in the last five years, and the AT&T ILEC in the Southeast Region has written off
11 over \$245 million in such losses in the last ten years, including over \$17 million in
12 Florida.

13 **Q. THE PARTIES HAVE AGREED TO THE DEPOSIT LANGUAGE TO BE**
14 **INCLUDED IN THE ICA. DOESN'T THAT PROVIDE ADEQUATE**
15 **ASSURANCE OF PAYMENT?**

16 A. No. While deposit provisions are certainly a critical mechanism to help protect the
17 billing party against undeserved losses, the concepts of escrow and deposit are structured
18 in AT&T Florida's proposed language to complement one another, not as alternatives.
19 Escrow provisions are designed to ensure that funds are available to pay for charges that
20 are disputed after the dispute is resolved. Deposits address the overall creditworthiness
21 of a party and are not tailored to the risk that is specific to a particular dispute. In
22 addition, the deposit amount that AT&T Florida can demand is capped, and if a carrier
23 disputes AT&T Florida's bills month after month, the maximum deposit amount will not
24 cover the amount of the dispute.

1 **Q. WHAT ARE THE KEY PROVISIONS OF AT&T FLORIDA’S PROPOSED**
2 **ESCROW LANGUAGE?**

3 A. The language requires the disputing party to deposit disputed amounts (with the
4 exception of reciprocal compensation and other exceptions I discuss below) into an
5 interest-bearing escrow account to be held by a qualifying financial institution designated
6 as a third-party escrow agent. Disbursement from the escrow account would occur upon
7 resolution of the dispute in accordance with the ICA’s dispute resolution provisions. If
8 the disputing party loses the dispute, the disputed amount held in escrow would be
9 disbursed to the billing party. If the disputing party wins the dispute, it gets its money
10 back, with interest. If there is a split decision on the dispute, the billing party and the
11 disputing party will be reimbursed from the escrow account proportionately according to
12 the resolution of the dispute.

13 **Q. WHAT ARE THE EXCEPTIONS TO THE PROPOSED ESCROW**
14 **REQUIREMENT OTHER THAN DISPUTES ABOUT RECIPROCAL**
15 **COMPENSATION?**

16 A. There are three exceptions set forth in GT&C sections 11.9.1.1 – 11.9.1.3:

17 *First*, subsection 11.9.1.1 provides that the disputing party need not escrow
18 disputed amounts if the total disputed amounts do not exceed \$15,000. This exclusion
19 recognizes that if the disputed amounts are relatively small, the associated risk is
20 correspondingly small, and there is less justification for any burdens or costs associated
21 with establishing or maintaining an escrow account.

22 *Second*, subsection 11.9.1.2 provides that the disputing party does not have to
23 escrow the disputed amount if it has established 12 consecutive months of timely
24 payment history and if the total amount of its unpaid invoices does not exceed 10% of the

1 then current monthly billing to that party. This recognizes that the risk that the escrow
2 requirement seeks to protect against is reduced when the disputing party is a timely payer
3 and is disputing only a relatively small portion of its total bill.

4 *Third*, subsection 11.9.1.3 provides that if the billed party believes a billed
5 amount is incorrect because of an arithmetic or clerical error, the billed party can dispute
6 the bill by bringing the error to the billing party's attention without putting the
7 erroneously billed amount into escrow, though an escrow may be required if it is not clear
8 there was a billing error and the parties continue to disagree about the matter. This
9 exclusion recognizes that there are sometimes readily correctible errors in bills, and that
10 the billed party should be able to bring such errors to the billing party's attention without
11 escrowing the affected amounts.

12 **Q. HOW DID THE THREE EXCLUSIONS COME TO BE INCLUDED IN AT&T**
13 **FLORIDA'S PROPOSED LANGUAGE?**

14 A. The exclusions have been added over the years in order to accommodate concerns that
15 some carriers expressed about what they saw as the burdens of the escrow requirement.
16 It has been clear for many years that an escrow requirement for disputed bills is essential
17 to protect ILECs from multi-million dollar losses of the sort I have described, and
18 initially, what is now AT&T Florida's standard escrow language broadly required that
19 CLECs and CMRS providers deposit all disputed amounts in escrow, with none of the
20 exclusions we have now.

21 In response to carrier objections that they should not be burdened with an escrow
22 requirement for small disputed amounts, AT&T Florida added the \$15,000 threshold –
23 and then the related, but different, exclusion for carriers that are timely payers and that

1 are not disputing the bulk of their bills. In response to carrier objections that no escrow
2 should be required when the dispute is about a routine clerical or arithmetic error, AT&T
3 Florida added that exclusion.

4 With these exclusions, AT&T Florida's proposed escrow language achieves a
5 balance between AT&T Florida's legitimate need for protection against substantial
6 undeserved losses to CLECs and CMRS providers that dispute their bills and are then
7 unable to pay them when this Commission or a court rules that they must and, on the
8 other hand, legitimate carrier concerns about the scope and particulars of the escrow
9 requirement.

10 **Q. OTHER THAN ENSURING THAT THERE ARE FUNDS AVAILABLE TO PAY**
11 **THE BILL IF THE DISPUTE IS RESOLVED IN FAVOR OF THE BILLING**
12 **PARTY, DO THE ESCROW PROVISIONS PROVIDE ANY OTHER BENEFITS?**

13 A. Yes. The escrow requirement should discourage the assertion of frivolous billing
14 disputes. With no escrow requirement, the billed party can, in effect, make the billing
15 party its banker by submitting a dispute rather than paying its bill – and some carriers
16 have in fact done that. If the billed party is required to escrow the disputed amounts, that
17 behavior would be discouraged. I do not mean to suggest that CA would engage in such
18 machinations, but CA is a new market entrant and does not yet have a proven track
19 record. Moreover, AT&T Florida must concern itself with the likelihood that other
20 carriers will adopt CA's ICA pursuant to Section 252(i) of the 1996 Act – as should this
21 Commission.

22 **Q. IS THE COMMISSION'S EXPEDITED DISPUTE RESOLUTION PROCESS**
23 **AVAILABLE TO THE PARTIES TO RESOLVE BILLING DISPUTES?**

1 A. No. As I explained above for Issue 19, the parties' ICA will include comprehensive
2 dispute resolution provisions (GT&C section 13), and the Commission's expedited
3 dispute resolution process is only available for resolution of disputes not governed by the
4 dispute resolution provisions of the ICA.

5 **Q. EVEN IF THE EXPEDITED DISPUTE RESOLUTION PROCESS WERE**
6 **AVAILABLE, WOULD THAT BE A GOOD REASON TO REJECT AT&T**
7 **FLORIDA'S ESCROW PROPOSAL?**

8 A. No. The Prehearing Officer has discretion to decide whether the use of the expedited
9 procedure is appropriate in any given case. Thus, even if the expedited dispute resolution
10 process were available to AT&T Florida and CA (and, as I stated, I believe it is not),
11 AT&T Florida could not count on the availability of the expedited procedure in any
12 particular case. In any event, AT&T Florida would need the protection provided by an
13 escrow requirement even if the expedited procedure were available in all cases. Before a
14 petition for expedited proceeding can be filed, the Commission's Rule requires the parties
15 to try to resolve the dispute themselves. The ICA allots a minimum of 90 days for that
16 attempt (30 days initially, and then 60 days of informal dispute resolution). Then, the
17 Commission's expedited procedure – assuming it is available – allows 120 days for a
18 decision after the request for expedited proceeding is filed. Thus, even if we
19 conservatively assume that the parties move the process along briskly – so that, for
20 example, a request for expedited proceeding is made on the first permissible day – it
21 would still take at least seven months to get the dispute resolved. AT&T Florida should
22 not be exposed to the risk of seven months unpaid bills.

1 **Q. CAN YOU GIVE A SPECIFIC EXAMPLE OF THE RISK TO WHICH AT&T**
2 **ILECS HAVE BEEN EXPOSED IN THE ABSENCE OF AN ESCROW**
3 **REQUIREMENT FOR DISPUTED AMOUNTS?**

4 A. Yes. A former Florida resident named Thomas Biddix controlled two CLECs that left
5 AT&T Florida and other AT&T ILECs holding the bag to the tune of more than \$34
6 million. The two Biddix-controlled CLECs were BLC Management LLC and
7 LifeConnex Telecom LLC, each of which had an ICA with BellSouth pursuant to which
8 they did business in Florida and the other eight BellSouth states. The ICAs, typical of
9 BellSouth ICAs at the time the BLC and LifeConnex ICAs were entered, did not include
10 escrow provisions.

11 From 2008 until April 2012, the Biddix CLECs paid BellSouth next to nothing for
12 resale services BellSouth provided to them under the ICAs. Instead, they asserted bogus
13 claims for credits and discounts that they claimed offset the amounts BellSouth had
14 billed. These claims were litigated in a number of state commissions in complaint
15 actions initiated by BellSouth, which prevailed in all instances. As a result, the state
16 commissions of Kentucky, Mississippi, North Carolina and Tennessee issued decisions
17 finding the Biddix CLECs in breach of their ICAs with BellSouth. All told, those four
18 commissions determined that the Biddix CLECs owed BellSouth more than \$34 million
19 for services BellSouth had furnished under the ICAs and that the CLECs wrongfully
20 withheld.

21 In January 2010, AT&T Florida sued one of the Biddix CLECs – LifeConnex –
22 for breaching the parties' ICA by failing to pay more than \$1 million as a result of
23 LifeConnex's assertion of the Biddix CLECs' bogus claims. In that proceeding, AT&T
24 Florida sought approval to terminate service to LifeConnex. LifeConnex then entered

1 into an arrangement with its affiliate, American Dial Tone (“ADT”) (another Biddix
2 entity), under which ADT – without informing AT&T Florida or this Commission –
3 purchased wholesale services from AT&T Florida and resold them to LifeConnex, which
4 then resold the AT&T Florida services to LifeConnex’s own customers. AT&T Florida
5 challenged this arrangement as a violation of LifeConnex’s ICA with BellSouth and
6 threatened to disconnect ADT. The Commission opened a second docket to deal with the
7 ADT issue. After a series of procedural maneuvers, the parties agreed that AT&T Florida
8 would not disconnect ADT if ADT deposited approximately \$197,000 into a segregated
9 escrow account pending resolution of the docket. (Like the other Biddix CLEC ICAs, the
10 ADT ICA did not itself have an escrow provision.) However, after depositing the amount
11 into escrow, ADT stopped doing business in Florida. LifeConnex’s CLEC certificate was
12 revoked in 2011, and LifeConnex was administratively dissolved in 2012 for failure to
13 file an annual report with the Florida Secretary of State. The Commission ultimately
14 dismissed AT&T Florida’s complaint against LifeConnex (neither party had pursued the
15 matter after LifeConnex stopped doing business) and issued a default judgment in favor
16 of AT&T Florida and against ADT. As a result of the default judgment against ADT, the
17 \$197,000 escrow was released to AT&T Florida.

18 In April 2014, Biddix and two others were indicted in federal court in Tampa for
19 their alleged roles in an approximately \$32 million fraud against the FCC’s Lifeline
20 Program. The indictment alleges that the defendants owned and operated a holding
21 company (“ATMS”) that owned and operated multiple subsidiary telephone companies
22 (including BLC and LifeConnex) that participated in the Lifeline Program. As chairman
23 of ATMS, Biddix caused the submission of falsely inflated claims to the Lifeline

1 Program between September 2009 and March 2011 that resulted in ATMS fraudulently
2 receiving more than \$32 million. The federal court authorized a seizure warrant seeking
3 the defendants' ill-gotten gains, including the contents of multiple bank accounts, a yacht
4 and several luxury automobiles.

5 As of today, the Biddix CLECs' ability to dispute the AT&T ILECs' bills –
6 including AT&T Florida's – without depositing the disputed amounts in escrow has cost
7 the AT&T ILECs more than \$34 million. It is highly unlikely that any of that money will
8 ever be recouped.

9 **Q. WHAT DOES THE BIDDIX EPISODE DEMONSTRATE?**

10 A. It is very important that CLECs that dispute their bills be required to escrow the disputed
11 amounts. Otherwise, AT&T Florida is exposed to an unwarranted risk of significant loss.

12 **Q. DO YOU HAVE ANY PARTICULAR CONCERNS REGARDING CA IN THIS**
13 **REGARD?**

14 A. Yes. Mike Ray, CA's president, is not new to the CLEC business in Florida. He was
15 previously the president of AstroTel, Inc., a CLEC that filed for Chapter 11 bankruptcy
16 protection in December 2010.¹¹ AstroTel's local exchange certificate was cancelled on
17 June 13, 2013 in Docket No. 130066.

18 Mr. Ray applied for CA's local exchange certificate October 24, 2011 and was
19 able to pay the requisite application fee and demonstrate financial fitness such that the
20 Commission approved CA's application on April 11, 2012. This despite the fact that the
21 ink was barely dry on the sale of AstroTel's assets to Birch Communications pursuant to

¹¹ U.S. Bankruptcy Court, Middle District of Florida, Orlando Division, Case No. 8:10-bk-29992-MGW.

1 the January 13, 2012 order of the bankruptcy court. Ironically, Mr. Ray requested on
2 March 25, 2013 that the Commission cancel AstroTel's certificate because AstroTel
3 could not pay the Florida Regulatory Assessment Fees for 2012 or 2013.

4 I understand that CA is not AstroTel, nor is Mike Ray Thomas Biddix. But
5 AT&T Florida has legitimate concerns about the future ability of CA to pay its bills to
6 AT&T Florida, particularly given the financial appeal of postponing payment by filing
7 billing disputes when there is no escrow requirement. AT&T Florida also has valid
8 concerns about unknown CLECs' future adoption of CA's ICA. Inclusion of AT&T
9 Florida's proposed escrow provisions will somewhat ease those concerns.

10 **Q. HOW SHOULD THE COMMISSION RESOLVE ISSUES 23a, 23b, AND 23c?**

11 A. By adopting AT&T Florida's proposed escrow language, which is fair and reasonable.

12 **ISSUE 24(i): SHOULD THE ICA PROVIDE THAT THE BILLING PARTY MAY ONLY**
13 **SEND A DISCONTINUANCE NOTICE FOR UNPAID UNDISPUTED**
14 **CHARGES?**

15 **ISSUE 24(ii): SHOULD THE NON-PAYING PARTY HAVE 15 OR 30 CALENDAR**
16 **DAYS FROM THE DATE OF A DISCONTINUANCE NOTICE TO**
17 **REMIT PAYMENT?**

18 **Affected Contract Provision: GT&C § 12.2**

19 **Q. PLEASE EXPLAIN THIS ISSUE.**

20 A. Issue 24 concerns GT&C section 12.2. In resolving Issue 12 (definition of
21 "Discontinuance Notice"), the parties agreed to modify related language in section 12.2,

1 which now reads as follows, with AT&T Florida’s proposed language in bold underline
2 and CA’s language in bold italics:¹²

3 12.2 For purposes of this section 12.2, to “pay” a bill means to pay all
4 undisputed charges to the Billing Party **and to pay all Disputed Amounts**
5 **either to the Billing Party or into an escrow account in accordance**
6 **with Sections 11.9 and 11.10.** If the Billed Party fails to pay any portion
7 of a bill, including but not limited to any Late Payment Charges, by the
8 Bill Due Date, the Billing Party may send a written Notice
9 (“Discontinuance Notice”) informing such Non-Paying Party that in order
10 to avoid disruption or disconnection of the Interconnection Services
11 furnished under this Agreement, the Non-Paying Party must pay all
12 *undisputed* unpaid amounts as provided above, within ***fifteen (15) thirty***
13 ***(30)*** calendar days. The Non-Paying Party must pay the bill in full as
14 described herein within ***fifteen (15) thirty (30)*** calendar days of the
15 Discontinuance Notice. If the Non-Paying Party does not pay as described
16 herein within ***fifteen (15) thirty (30)*** calendar days of the Discontinuance
17 Notice, the Billing Party may discontinue or disconnect Interconnection
18 Services furnished under this Agreement.

19 Thus, there are two disagreements: whether disputed amounts must be paid into escrow,
20 and whether the Non-Paying Party should be required to pay within 15 days or 30 days
21 after receiving a Discontinuance Notice. I have just explained, in connection with Issue
22 23, why the ICA should require disputed amounts to be paid into escrow. If the
23 Commission agrees, then the disputed language in the first sentence of section 12.2
24 should be included.

25 **Q. TURNING TO THE OTHER DISAGREEMENT, WHY IS AT&T FLORIDA’S**
26 **POSITION MORE REASONABLE THAN CA’S?**

¹² More than one month ago, on January 14, 2015, AT&T Florida informed CA it was modifying section 12.2 so that it would read as it is displayed in the text above. In that January 14 communication, AT&T Florida stated, “Although we believe that section 12.2 as set forth immediately above accurately reflects CA’s positions, it [is] of course for CA to decide which portions of AT&T Florida’s language it opposes and what additional language it proposes. Please let us know by reply to this email whether you agree that the foregoing accurately displays the disputed language for section 12.2 and, if does not, what CA would propose.” CA expressed no disagreement with the way AT&T Florida displayed the modified language.

1 A. AT&T Florida’s proposed 15-day period is sufficient time after receiving a
2 Discontinuance Notice for the Billed Party to pay Unpaid Charges, either to the Billing
3 Party or into escrow. Since the Discontinuance Notice cannot be sent to the Billed Party
4 until after the charges are already Past Due (meaning the carrier has already had at least
5 31 days to pay), the carrier actually has a minimum of 46 days from the invoice date to
6 avoid service disconnection. That is certainly a reasonable amount of time for a carrier to
7 pay its undisputed charges and escrow disputed charges, or make mutually satisfactory
8 payment arrangements to avoid such action.

9 CA’s proposal, on the other hand, would give the Billed Party a minimum of 61
10 days after the invoice date to pay its undisputed bills. That is unreasonably long.

11 **Q. HOW DOES THE TIME PERIOD PROPOSED BY AT&T FLORIDA COMPARE**
12 **WITH THE TIME PERIOD IN OTHER INTERCONNECTION AGREEMENTS**
13 **THE FLORIDA COMMISSION HAS APPROVED?**

14 A. The Commission has approved many AT&T Florida ICAs with a 15-day limit, including
15 most, if not all, new ICAs approved since 2005.¹³

16 **Q. WHAT JUSTIFICATION HAS CA OFFERED FOR ITS PROPOSAL TO**
17 **EXTEND TO 30 DAYS THE 15-DAY PERIOD THAT THE COMMISSION HAS**
18 **REPEATELY APPROVED?**

19 A. None. In its Comments on this issue, CA noted that it “has lengthened the cure time from
20 15 days to 30 days from receipt of notice,” but it offered no explanation for the change.

¹³ There are some earlier vintage ICAs that provide for 30 days’ notice.

1 **ISSUE 25: SHOULD THE ICA OBLIGATE THE BILLING PARTY TO PROVIDE**
2 **ITEMIZED DETAIL OF EACH ADJUSTMENT WHEN CREDITING THE**
3 **BILLED PARTY WHEN A DISPUTE IS RESOLVED IN THE BILLED**
4 **PARTY’S FAVOR?**

5 **Affected Contract Provision: GT&C § 11.13.1**

6 **Q. WHAT IS THE DISPUTED CONTRACT LANGUAGE FOR THIS ISSUE?**

7 A. Under agreed language in GT&C section 11.3.1, if a billing dispute is resolved (in whole
8 or in part) in favor of the party that disputed the bill, the Billing Party will credit the
9 invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in
10 favor of the Non-Paying Party. CA proposes to add language to section 11.13.1 requiring
11 the Billing Party to “identify each specific adjustment or credit with the dispute reference
12 number provided by the Billed Party in its dispute of the charges being credited.” AT&T
13 Florida opposes the addition of that language.

14 **Q. IS AT&T FLORIDA UNWILLING TO PROVIDE THE INFORMATION**
15 **REQUIRIED BY CA’S PROPOSED LANGUAGE?**

16 A. Not at all. AT&T Florida is willing to provide that information when it can. In
17 particular, AT&T Florida will provide the associated claim number when processing
18 billing dispute credits where its systems are capable of doing so. However, there may be
19 instances where that is not possible, and AT&T Florida should not be contractually
20 obligated to do the impossible. In addition, credits may be applied following resolution
21 of formal billing disputes as directed by the Commission, which may not include the
22 level of specificity CA’s language would require.

23 **Q. HOW SHOULD THE COMMISSION RESOLVE THIS ISSUE?**

1 A. The Commission should reject CA's language that would contractually obligate AT&T
2 Florida to provide certain detail on credit adjustments even when it is impossible for
3 AT&T Florida to comply.

4 **ISSUE 26: WHAT IS THE APPROPRIATE TIME FRAME FOR A PARTY TO**
5 **DISPUTE A BILL?**

6 **Affected Contract Provision: GT&C § 13.1.2**

7 **Q. WHAT IS THE DISPUTE FOR THIS ISSUE?**

8 A. The parties agree that the billed party may dispute a bill for a period of 12 months, but
9 they disagree as to the starting point for counting the months and whether they count
10 backwards or forwards. AT&T Florida proposes that the time frame for disputing a bill
11 begins with the date the Billing Party was notified of the dispute and goes back 12
12 months.

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

17 In contrast, CA proposes that the 12-month period for disputing a bill begins when the
18 billed party received a "detailed" bill and goes forward.

19 Notwithstanding anything contained in this Agreement to the contrary, a
20 Party shall be entitled to dispute only those charges which appeared on a
21 bill within the twelve (12) months immediately ***following*** the date on
22 which the ***Billed*** Party ***first*** received ***the detailed bill from the Billing***
23 ***Party.***

24 CA's language does not define what a "detailed" bill is, or how it differs, if at all, from a
25 bill.

26 **Q. CAN YOU BRIEFLY STATE WHY AT&T FLORIDA'S PROPOSAL IS**
27 **SUPERIOR TO CA'S?**

1 A. While both proposals nominally provide a 12-month period for disputing a bill, AT&T
2 Florida's proposal is simple and easy to administer, while CA's proposal, as I will
3 explain, is absolutely nonsensical and would actually impose no time limit at all on
4 billing disputes.

5 **Q. PLEASE EXPLAIN WHY AT&T FLORIDA'S PROPOSAL IS SIMPLE AND**
6 **EASY TO ADMINISTER.**

7 A. The date the Billing Party is notified of a dispute is a clear date, which will make it
8 straightforward to determine if a billing dispute is timely and will eliminate disputes
9 regarding timeliness. For example, if AT&T Florida is notified on November 30, 2016
10 that CA disputes AT&T Florida's bills, it is easy to see – under AT&T Florida's language
11 – that CA's billing disputes could go back as far as December 1, 2015. Thus, if AT&T
12 Florida receives notification on November 30, 2016 that CA disputes charges reflected on
13 its October 2015 bill, it is clear that AT&T Florida would be entitled to reject that dispute
14 as untimely since it is more than 12 months prior to November 30, 2016.

15 **Q. WHAT IS WRONG WITH CA'S PROPOSED LANGUAGE?**

16 A. CA's language makes no sense. CA presumably intends to say something about the time
17 frame for disputing a bill, and yet CA's language makes no mention whatsoever of the
18 point in time at which the bill is disputed, effectively eliminating any limits on what bills
19 CA may dispute. Under CA's language, a party is entitled to dispute "those charges
20 which appeared on a bill within the twelve (12) months immediately following the date
21 on which the Billed Party first received the detailed bill from the Billing Party." One can
22 only wonder what that is supposed to mean: After all, *all* charges presumably appear on
23 a bill within twelve months of the date on which they first appear on the bill. Apart from

1 that, and as I explain in my testimony for Issue 11, CA’s language would require AT&T
2 Florida to track when CA received each bill by verifying proof of receipt, which would
3 place an unnecessary and inappropriate burden on AT&T Florida. Moreover, it is
4 unreasonable, in fact nonsensical, to take a point in the past and permit CA to dispute
5 AT&T Florida’s bills for the subsequent 12 months. And finally, CA’s use of the
6 undefined term “detailed bill” is guaranteed to cause disputes of its own. CA’s language
7 would permit it to claim that one or more prior AT&T Florida bills did not contain
8 sufficient detail, resetting the time (if there even is a time, which is not clear from CA’s
9 language) for lodging billing disputes.

10 **Q. CAN YOU PROVIDE AN EXAMPLE TO DEMONSTRATE HOW CA’S**
11 **LANGUAGE WOULD PERMIT AN UNREASONABLE OUTCOME?**

12 A. Yes. CA could choose *any* date in the past it wanted and decide to dispute the bills
13 received for the year following that date. Let’s look at an example. Suppose it is
14 February 15, 2017. CA’s language would permit it to dispute a bill it received on July
15 15, 2015 (because that is the date CA selected) and the subsequent 11 months’ bills, *i.e.*,
16 bills received through June 14, 2016. CA could then initiate a separate dispute for the
17 bills it received June 15, 2016 through February 15, 2017. In other words, CA’s
18 language would effectively permit it to dispute all bills AT&T Florida ever sends it, with
19 no limit on how far back in time CA could go because one could always count forward
20 from one to 12 months from whatever date CA selected. This is plainly unreasonable.

21 **Q. HOW SHOULD THE COMMISSION RULE ON ISSUE 26?**

1 A. The Commission should adopt AT&T Florida's straightforward proposal to permit CA to
2 dispute AT&T Florida's bills for the 12 months prior to the date AT&T Florida is
3 notified of CA's dispute and reject CA's nonsensical proposal.

4 **ISSUE 27: SHOULD THE ICA PERMIT COMMUNICATIONS AUTHORITY TO**
5 **DISPUTE A CLASS OF RELATED CHARGES ON A SINGLE DISPUTE**
6 **NOTICE?**

7 **Affected Contract Provision: GT&C § 13.4.3.8**

8 **Q. PLEASE EXPLAIN THE DISPUTE FOR ISSUE 27.**

9 A. AT&T Florida objects to CA's proposed language that would obligate AT&T Florida to
10 accept a billing dispute that includes an entire class of related charges on a single dispute
11 notice.

12 **Q. WHAT IS AT&T FLORIDA'S OBJECTION TO CA'S PROPOSED LANGUAGE?**

13 A. Normal monthly recurring and nonrecurring charges should be disputed at the billed item
14 level, and the AT&T Florida dispute template is structured in that manner. In most cases,
15 CLECs have large billing accounts with a mixture of services, and the specificity required
16 to identify the disputed service necessitates that the customer submit the billing detail.
17 CA's language would obligate AT&T Florida to accept multiple billing disputes on a
18 single dispute notice, even if AT&T Florida could not process those particular individual
19 disputes on a bulk basis.

20 **Q. DOES AT&T FLORIDA EVER ACCEPT BULK BILLING DISPUTES?**

21 A. Yes. AT&T Florida does accept bulk disputes in some cases, generally as the result of an
22 agreement on an individual case basis. If CA believes that a single factor adversely
23 affected numerous related billing entries, CA could request that AT&T Florida accept a

1 single dispute for the entire class of entries. It is to both parties' advantage to work
2 cooperatively to process billing disputes in the most efficient and expeditious manner
3 possible, which may or may not mean that they are handled in bulk.

4 **Q. HOW SHOULD THE COMMISSION RULE ON THIS ISSUE?**

5 A. The Commission should reject CA's language in GT&C section 13.4.3.8 that would
6 obligate AT&T Florida to accept a single dispute for a group of allegedly related bill
7 entries.

8 **ISSUE 29(i): SHOULD THE ICA PERMIT A PARTY TO BRING A COMPLAINT**
9 **DIRECTLY TO THE COMMISSION, BYPASSING THE DISPUTE**
10 **RESOLUTION PROVISIONS OF THE ICA?**

11 **ISSUE 29(ii): SHOULD THE ICA PERMIT A PARTY TO SEEK RELIEF FROM THE**
12 **COMMISSION FOR AN ALLEGED VIOLATION OF LAW OR**
13 **REGULATION GOVERNING A SUBJECT THAT IS COVERED BY THE**
14 **ICA?**

15 **Affected Contract Provision: GT&C § 13.9.1**

16 **Q. WHAT IS THE DISAGREEMENT CONCERNING GT&C SECTION 13.9.1?**

17 A. Section 13 of the GT&Cs governs "Dispute Resolution." CA proposes to include a
18 sentence in section 13.9.1 that would say:

19 *Nothing in this agreement shall be construed to prohibit a party from*
20 *seeking relief from the Commission at any time for an alleged violation*
21 *of this agreement or of any law or regulation by the other party, whether*
22 *or not dispute resolution procedures have been followed.*

23 AT&T Florida opposes that proposal.

24 **Q. ON WHAT GROUNDS DOES AT&T FLORIDA OPPOSE CA'S PROPOSED**
25 **LANGUAGE?**

1 A. AT&T Florida opposes CA’s language on two separate grounds, one of which gives rise
2 to Issue 29(i) and the other of which gives rise to Issue 29(ii). *First*, the parties should
3 not be allowed to seek relief from the Commission “at any time.” Rather, they should be
4 required to try to resolve any disagreement that arises under the ICA by the informal
5 dispute resolution process set forth in the ICA before asking the Commission to intervene
6 (Issue 29(i)). *Second*, the fact of the matter is that once the Commission approves the
7 parties’ ICA, the parties’ relationship with respect to the matters covered by the ICA are
8 governed solely by the ICA, and not by any laws or regulations pursuant to which the
9 ICA was made. Consequently, and contrary to CA’s proposed language, any claims that
10 the parties may have against each other with respect to those matters will be claims for
11 breach of the ICA – not claims for violations of laws or regulations (Issue 29(ii)).

12 **Q. PLEASE DESCRIBE THE DISPUTE RESOLUTION PROVISIONS THAT YOU**
13 **CONTEND THE PARTIES SHOULD FOLLOW BEFORE THEY TAKE A**
14 **DISAGREEMENT TO THE COMMISSION.**

15 A. In section 13.2.1, the parties have agreed:

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

20 That language is followed by terms that govern the commencement of dispute resolution
21 via written notice (section 13.3); Service Center Dispute Resolution for billing disputes
22 (section 13.4)¹⁴; and time periods for resolving disputed amounts (sections 13.4.5 and
23 13.4.6). Section 13.4.7 then provides for the Disputing Party to invoke Informal

¹⁴ Most of section 13.4 is agreed, but there are two disagreements concerning the section, which are the subject of Issues 22b and 27.

1 Resolution of Disputes pursuant to section 13.5, which establishes procedures for
2 informal dispute resolution. Then, section 13.6, entitled “Formal Dispute Resolution,”
3 provides:

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

11 One of the “other procedures” encompassed by Formal Dispute Resolution is a
12 Commission proceeding. Thus, the parties have agreed that a Commission proceeding
13 may not be initiated until the parties have engaged in 60 days of Informal Dispute
14 Resolution pursuant to section 13.5.

15 **Q. WHY SHOULD THE PARTIES NOT BE ALLOWED TO SEEK RELIEF FROM**
16 **THE COMMISSION BEFORE THEY USE THE AGREED INFORMAL**
17 **DISPUTE RESOLUTION PROCEDURES IN THE ICA?**

18 A. In the first place, because the parties have already agreed to pursue informal dispute
19 resolution before resorting to the Commission. Section 13.2.1, which I quoted above,
20 plainly says that the parties desire to resolve any disputes under the ICA without
21 litigation, and therefore have agreed to abide by the dispute resolution procedures set
22 forth in section 13. Those procedures include informal dispute resolution under section
23 13.5 – and section 13.6, which covers Commission proceedings as well as other means of
24 formal dispute resolution, clearly says that no such formal proceeding may begin until the
25 parties have engaged in informal dispute resolution for 60 days. Thus, the language CA

1 is proposing for section 13.9.1 is inconsistent with the agreed language. That alone is
2 sufficient reason to reject the language.

3 Second, even if the parties had not already agreed to engage in informal dispute
4 resolution before bringing a complaint to the Commission, it would be eminently
5 reasonable for the Commission to require it. It is not unusual for disagreements to arise
6 between parties to ICAs, and many of those disagreements can be resolved without
7 litigation. The ICA should ensure that the parties will not waste the Commission's time
8 with disputes that the parties may be able to work through on their own if they make an
9 effort to do so.

10 **Q. YOUR SECOND OBJECTION TO CA'S PROPOSED LANGUAGE WAS THAT**
11 **ANY CLAIMS THAT THE PARTIES MAY HAVE AGAINST EACH OTHER**
12 **WITH RESPECT TO THE MATTERS COVERED BY THEIR ICA WILL BE**
13 **CLAIMS FOR BREACH OF THE ICA, RATHER THAN CLAIMS FOR**
14 **VIOLATION OF LAWS OR REGULATIONS. PLEASE EXPLAIN.**

15 A. This is really a legal point, and I am not an attorney. AT&T Florida will present its
16 argument on this point in its legal briefs, but I will summarize the argument here, based
17 on information provided by counsel, so that the Commission will understand AT&T
18 Florida's position.

19 Neither party to an ICA can make a claim against the other for violating the
20 requirements of the 1996 Act or of the FCC's rules implementing the 1996 Act. This is
21 because the duties imposed by the 1996 Act are enforced *only* through the ICA process
22 mandated by section 252 of the Act. Consequently, one party to an ICA may have a
23 claim against the other for breach of the ICA, but it cannot have a claim for failure to
24 comply with the requirements of section 251(c) or the FCC's implementing regulations.

1 This is consistent with the fact that under section 252(a) of the 1996 Act, carriers
2 may negotiate terms for an ICA “without regard to” the substantive requirements set forth
3 in the Act. Consequently, an ILEC and a CLEC may negotiate an ICA that, for example,
4 gives the CLEC more than the law entitles it to with respect to collocation, and less than
5 the law entitles it to with respect to access to UNEs. Both parties are then bound by the
6 ICA to which they agreed. If the ILEC refuses to provide the CLEC with the UNE the
7 CLEC gave up in negotiations in order to obtain the “something more” that the ILEC
8 gave with respect to collocation, the CLEC cannot sue the ILEC on the ground that the
9 ILEC is not complying with its statutory obligation. Again, the only claim the CLEC can
10 have is one for breach of the ICA.

11 As AT&T Florida will demonstrate in its legal briefs, the federal courts and the
12 FCC have uniformly recognized these principles. For example, the United States Court
13 of Appeals for the Sixth Circuit has explained that “once an agreement is approved,” the
14 parties are “governed by the interconnection agreement” and “these general duties [under
15 the 1996 Act] do not control” and “no longer apply.”¹⁵

16 The FCC agrees. In *Core Commc’ns, Inc. v. SBC Commc’ns Inc.*, 18 FCC Rcd.
17 7568, 2003 WL 1884294 (April 10, 2003), two CLECs complained to the FCC that
18 ILECs were refusing to allow them to use a UNE called “shared transport” in violation
19 of, among other things, section 251(c)(3) of the 1996 Act and the FCC’s implementing
20 rules. *Id.* ¶¶ 2, 28. With respect to the claim of one CLEC, Z-Tel, against one of the
21 ILECs, Pacific, the FCC ruled:

¹⁵ *Mich. Bell Tel. Co. v. MCIMetro Access Trans. Servs., Inc.*, 323 F.3d 348, 359 (6th Cir. 2003).

1 Our rules do plainly require unbundling of shared transport At the
2 same time, however, the obligations created by section 251 and our rules
3 are effectuated through the process established in section 252 – that is, by
4 reaching agreement through negotiation, arbitration, or opt-in.¹⁶ In this
5 case, Z-Tel opted into a pre-existing Pacific interconnection agreement
6 with another party, including its shared transport terms We agree
7 with Defendants that Z-Tel is bound by the terms of its agreement

8 *Id.* ¶ 30 (quotation marks and footnotes omitted). Thus, the FCC declined to consider Z-
9 Tel’s claim for violation of section 251(c)(3) and the FCC’s rules, because Z-Tel, having
10 entered into an ICA, had only the rights spelled out in that ICA.

11 **Q. HOW IS CA’S PROPOSED LANGUAGE FOR GT&C SECTION 13.9.1**
12 **INCONSISTENT WITH THE PRINCIPLES YOU JUST DISCUSSED?**

13 A. Again, CA’s proposed language states, “Nothing in this agreement shall be construed to
14 prohibit a party from seeking relief from the Commission at any time for an alleged
15 violation of this agreement *or of any law or regulation by the other party*, whether or not
16 dispute resolution procedures have been followed.” (Emphasis added). That language is
17 contrary to law, because in reality, once the Commission approves an ICA between
18 AT&T Florida and CA, every provision in the ICA will operate to prohibit the parties
19 from seeking relief for an alleged violation of any law or regulation governing the subject
20 matter of that provision, for the reasons I just explained.

21 **Q. HOW SHOULD THE COMMISSION RESOLVE ISSUES 29(i) AND 29(ii)?**

22 A. The Commission should reject CA’s proposed language, because it is inconsistent both
23 with the parties’ prudent agreement to engage in informal dispute resolution before
24 bringing a complaint to the Commission (Issue 29(i)), and with the fact that the parties

¹⁶ “Opt-in” is a reference to 47 U.S.C. § 252(i), which allows a CLEC to adopt as its own any state commission-approved ICA to which the ILEC is a party, subject to certain limitations.

1 will be bound by the terms of their ICA, not by the laws and regulations pursuant to
2 which the ICA was made (Issue 29(ii)).

3 **ISSUE 30(i): SHOULD THE JOINT AND SEVERAL LIABILITY TERMS BE**
4 **RECIPROCAL?**

5 **ISSUE 30(ii): CAN A THIRD PARTY THAT PLACES AN ORDER UNDER THE ICA**
6 **USING COMMUNICATIONS AUTHORITY'S COMPANY CODE OR**
7 **IDENTIFIER BE JOINTLY AND SEVERALLY LIABLE UNDER THE**
8 **ICA?**

9 **Affected Contract Provision: GT&C § 17.1**

10 **Q. SHOULD THE JOINT AND SEVERAL LIABILITY TERMS IN THE ICA BE**
11 **RECIPROCAL?**

12 A. No. CA's argument that there should be parity between the parties on this matter makes
13 no sense. The only AT&T entity that can be subject to this ICA as an ILEC is AT&T
14 Florida; AT&T Florida's CLEC affiliates cannot be subject to this ICA in the position of
15 the ILEC. The only way an AT&T CLEC affiliate would be subject to this ICA is if it
16 adopted CA's ICA pursuant to section 252(i) of the 1996 Act. However, in that event,
17 AT&T Florida's CLEC affiliate would be subject to the same terms and conditions as
18 CA, not those of the ILEC.

19 **Q. SHOULD CA AND ITS AFFILIATE(S) BE JOINTLY AND SEVERALLY**
20 **LIABLE WHEN OPERATING OUT OF CA'S ICA?**

21 A. Yes. To the extent a CA affiliate is subject to the ICA (pursuant to GT&C section 3.12),
22 CA and its affiliate must be jointly and severally liable. This protects AT&T Florida
23 from potential loss resulting from inappropriate conduct by and between CA's affiliates.

24 **Q. HOW SHOULD THE COMMISSION RESOLVE ISSUES 30(i) AND 30(ii)?**

1 A. The Commission should adopt AT&T Florida's language in GT&C section 17.1, which
2 makes all entities placing orders on CA's behalf jointly and severally liable. CA's
3 language should be rejected.

4 **ISSUE 32: SHALL THE PURCHASING PARTY BE PERMITTED TO NOT PAY**
5 **TAXES BECAUSE OF A FAILURE BY THE PROVIDING PARTY TO**
6 **INCLUDE TAXES ON AN INVOICE OR TO STATE A TAX**
7 **SEPARATELY ON SUCH INVOICE?**

8 **Affected Contract Provision: GT&C § 37.1**

9 **Q. WILL AT&T FLORIDA IDENTIFY TAXES AS A SEPARATE ITEM ON ITS**
10 **BILLS TO CA?**

11 A. Yes, whenever possible – which is what AT&T Florida's proposed language states.
12 AT&T Florida has no reason to hide the legitimate taxes it bills and seeks to collect from
13 CA, nor does it have any reason to purposely omit taxes from its bills. However, it is
14 possible that taxes could be omitted if, for example, there was a new local tax that applied
15 to the services AT&T Florida provides to CA, but AT&T Florida's billing system had not
16 yet been updated to reflect the new tax. In that case, the new tax would not be listed on
17 CA's bill.

18 **Q. SHOULD CA BE EXCUSED FROM PAYING LEGITIMATE TAXES IF THEY**
19 **ARE NOT SEPARATELY LISTED ON AT&T FLORIDA'S BILL?**

20 A. No. Continuing the example I used above, absent AT&T Florida's proposed language,
21 CA might claim that it did not have to pay the new tax because it was not separately
22 listed on AT&T Florida's bill. Of course, CA should not be excused from its obligation
23 to pay legitimate taxes based on the appearance of AT&T Florida's bills.

24 **Q. HOW SHOULD THE COMMISSION DECIDE THIS ISSUE?**

1 A. The Commission should adopt AT&T Florida’s language stating that, whenever possible,
2 AT&T Florida will include and show taxes separately on its bills to CA, and that CA is
3 not excused from paying its taxes if a tax is omitted from the bill or otherwise not
4 separately identified.

5 **ISSUE 35: SHOULD THE DEFINITION OF “ENTRANCE FACILITIES” EXCLUDE**
6 **INTERCONNECTION ARRANGEMENTS WHERE THE POI IS WITHIN**
7 **AN AT&T FLORIDA SERVING WIRE CENTER AND**
8 **COMMUNICATIONS AUTHORITY PROVIDES ITS OWN TRANSPORT**
9 **ON ITS SIDE OF THE POI?**

10 **Affected Contract Provision: Net. Int. § 2.9**

11 **Q. WHAT ARE CA’S OPTIONS FOR INTERCONNECTION WITH AT&T**
12 **FLORIDA’S NETWORK?**

13 A. Agreed language in Net. Int. section 3.3 provides CA with three methods of
14 interconnection from which it may choose: collocation, leased entrance facilities, and
15 fiber meet point. If CA elects the leased entrance facilities option (section 3.3.2), it may
16 self-provision facilities, lease them from another carrier, or lease Entrance Facilities from
17 AT&T Florida (section 3.3.2.1).

18 **Q. HOW WILL THE ICA DEFINE THE TERM “ENTRANCE FACILITIES”?**

19 A. The parties have agreed to the following definition:

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

27 CA proposes to add the following language, to which AT&T Florida objects:

1 *Entrance Facilities do not apply to interconnection arrangements where*
2 *the mutually-agreed Point of Interconnection (“POI”) is within an*
3 *AT&T-21STATE Serving Wire Center, and CA provides its own*
4 *transport on its side of that POI.*

5 **Q. DO YOU UNDERSTAND CA’S POSITION ON ITS NEED FOR THE**
6 **ADDITIONAL LANGUAGE?**

7 A. No; I find CA’s position confusing. CA’s Comments stated:

8 AT&T’s definition of entrance facilities implies that AT&T could charge
9 for entrance facilities regardless of where the POI is located, when it
10 should only be entitled to charge for actual entrance facilities where the
11 POI is *not* within a AT&T central office. (Emphasis added).

12 CA’s position makes no sense – and neither does its proposed contract language
13 reflecting that position – because the only time AT&T Florida would charge CA for an
14 Entrance Facility is when the POI *is* within an AT&T Florida central office. It appears
15 that CA misunderstands what Entrance Facilities are and the options CA has to
16 interconnect with AT&T Florida.

17 **Q. MAY CA ESTABLISH A POI THAT IS NOT LOCATED WITHIN AN AT&T**
18 **FLORIDA CENTRAL OFFICE?**

19 A. Yes. The parties have agreed that CA may request interconnection using a fiber meet
20 point arrangement pursuant to Net. Int. section 3.3.3, in which case the POI will be at a
21 designated manhole outside AT&T Florida’s central office building.¹⁷ However, CLECs
22 most commonly establish POIs in AT&T Florida’s tandem / end office buildings.

23 **Q. WOULD AT&T FLORIDA CHARGE CA FOR ENTRANCE FACILITIES IN**
24 **THE FIBER MEET POINT SCENARIO?**

¹⁷ Net. Int. section 3.3.3.7.

1 A. No. Pursuant to Net. Int. section 3.3.3.7, CA would be responsible to bring its own fiber
2 to the designated manhole (*i.e.*, the POI), and AT&T Florida would (at its own expense)
3 pull CA's fiber through to the cable vault inside the building. There is no Entrance
4 Facility in the fiber meet point scenario, so of course AT&T Florida would not charge for
5 Entrance Facilities.

6 **Q. IN RESPONSE TO STAFF'S INTERROGATORY NO. 7 TO CA, CA STATES**
7 **THAT "THE POI SHOULD BE THE ACTUAL BUILDING."¹⁸ CAN AN AT&T**
8 **FLORIDA BUILDING BE A POI?**

9 A. No. The parties have agreed in Net. Int. section 2.26 that a POI is a point on the AT&T
10 Florida network, which may be at an end office or tandem building. That does not mean
11 that the building itself is a technically feasible point of interconnection – it is a building,
12 not a point on AT&T Florida's network. Rather, the POI would be at a physical piece of
13 AT&T Florida's equipment within the building to which both parties connect their
14 respective facilities, for example at a cross-connect point on a distribution frame. CA is
15 responsible to provide the facilities to connect with AT&T Florida's network at the POI,
16 even when CA is collocated in the same building where it has established the POI.

17 **Q. CAN CA DESIGNATE ITS COLLOCATION SPACE AS THE POI?**

18 A. No. The POI must be a point on AT&T Florida's network, and the collocation space is
19 not part of AT&T Florida's network. AT&T Florida witness Mark Neinast explains in
20 detail why the collocation space cannot be the POI in his testimony on Issue 38.

21 **Q. WOULD AT&T FLORIDA CHARGE CA FOR ENTRANCE FACILITIES IN**
22 **THE COLLOCATION SCENARIO?**

¹⁸ See Exhibit PHP-6.

1 A. No. Entrance Facilities and collocation are mutually exclusive with respect to a
2 particular AT&T Florida central office. However, when CA elects to use collocation as
3 its method of interconnection (Net. Int. section 3.3.1), the parties have agreed to language
4 stating that CA is responsible for the facilities to connect from the collocation space to
5 the demarcation point designated by AT&T Florida.¹⁹ Those intra-building facilities are
6 not “Entrance Facilities” as the ICA defines that term.

7 **Q. WHEN WOULD AT&T FLORIDA BILL FOR ENTRANCE FACILITIES**
8 **PURSUANT TO THE ICA?**

9 A. The parties have agreed to the following language in Net. Int. section 3.3.2.1:

10 When CLEC does *not* elect to collocate transport terminating equipment at
11 an AT&T-21STATE Tandem or End Office, CLEC may self provision
12 facilities, deploy third party interconnection facilities, *or lease existing*
13 *Entrance Facilities from AT&T-21STATE.* (Emphases added.)

14 Thus, Entrance Facilities would be provided (and AT&T Florida would bill) *only* when
15 the POI is within an AT&T Florida central office and CA does not elect to collocate in
16 that office. Entrance Facilities would not be provided (and AT&T Florida would not bill)
17 when CA collocates transport terminating equipment or leases facilities from another
18 carrier or self-provisions.

19 **Q. SINCE AT&T FLORIDA WILL NOT CHARGE CA FOR ENTRANCE**
20 **FACILITIES WHEN CA SELF-PROVISIONS OR LEASES FACILITIES FROM**
21 **ANOTHER CARRIER, WHY DOES AT&T FLORIDA OBJECT TO CA’S**
22 **ADDITIONAL LANGUAGE IN NET. INT. SECTION 2.9?**

23 A. First, it is not clear what “Entrance Facilities do not apply” actually means, so CA’s
24 proposed language is open to differing interpretations. Does it mean that CA cannot

¹⁹ See, for example, Attachment 12, sections 3.34.1.3 and 3.35.1.3.

1 order Entrance Facilities? Does it mean that CA may order Entrance Facilities but AT&T
2 Florida may not charge for them? Does it mean (as I think CA may believe) that AT&T
3 Florida may not charge CA for any intra-building facilities? The parties agree that CA
4 bears the responsibility for all transport facilities on its side of the POI, regardless of
5 whether CA self-provides the facilities, leases them from another carrier, or leases them
6 from AT&T Florida.²⁰ In the context of that responsibility, CA's proposed additional
7 language stating that "Entrance Facilities do not apply" when CA "provides its own
8 transport," is confusing and could be interpreted to include when CA leases facilities
9 from AT&T Florida. This would contradict other ICA provisions, which should be
10 avoided.

11 Further, in response to Staff's Interrogatories Nos. 7 and 8, which are related to
12 this Issue 35, CA describes a Terra Nova collocation scenario for which CA states it does
13 not believe Terra Nova should be charged for facilities within AT&T Florida's central
14 office.²¹ CA stated that its proposed language is intended to address the Terra Nova
15 collocation scenario, as CA has described it, and to eliminate CA's responsibility to pay
16 for any facilities within AT&T Florida's central office. As I explained, collocation and
17 Entrance Facilities are mutually exclusive, so CA's language would not accomplish what
18 it apparently seeks to accomplish. CA's confusion on this matter makes CA's proposed
19 language ripe for future dispute.

²⁰ Net. Int. section 3.2.2 states: "[E]ach Party is financially responsible for the provisioning of facilities on its side of the negotiated POI(s). Each Party is responsible for the appropriate sizing, operation and maintenance of the transport facility to its side of the POI(s)."

²¹ See Exhibits PHP-6 and PHP-7. I would also note that this arbitration is not the proper forum to discuss a dispute between Terra Nova and AT&T Florida.

1 **Q. HOW SHOULD THE COMMISSION DECIDE ISSUE 35?**

2 A. The Commission should reject CA's additional language, which is confusing, open to
3 differing interpretations, is inconsistent with and contradicts other agreed language, and
4 would likely lead to disputes.

5 **ISSUE 36: SHOULD THE NETWORK INTERCONNECTION ARCHITECTURE**
6 **PLAN SECTION OF THE ICA PROVIDE THAT COMMUNICATIONS**
7 **AUTHORITY MAY LEASE TELRIC-PRICED FACILITIES TO LINK**
8 **FROM ONE POI TO ANOTHER?**

9 **Affected Contract Provision: Net. Int. § 3.2.4.6**

10 **Q. WHAT IS THE PARTIES' DISPUTE FOR ISSUE 36?**

11 A. Section 3.2.4.6 of the Network Interconnection attachment is in the portion of that
12 attachment (namely, section 3.2) that concerns the network interconnection plan.
13 Sections 3.2.4.2 through 3.2.4.4 state that CA may establish a single POI per LATA, and
14 section 3.2.4.5 provides the criteria pursuant to which CA is obligated to add an
15 additional POI. Section 3.2.4.6 is as follows:

16 3.2.4.6 The additional POI(s) will be established within ninety (90)
17 calendar days of notification that the threshold has been met. ***CA may***
18 ***lease facilities from AT&T as Dedicated Transport - Interoffice Channel***
19 ***from an existing POI to the additional POI for this purpose.***

20 AT&T Florida objects to CA's proposed language (in bold italics) because it has nothing
21 to do with the parties' network architecture plan, is not necessary, and introduces an
22 ambiguity that could lead to disputes.

23 **Q. WHAT IS INCLUDED IN THE NETWORK ARCHITECTURE PLAN SECTION**
24 **OF THE ICA?**

25 A. Net. Int. section 3.2 sets forth overarching terms and conditions regarding how the parties
26 will interconnect. It generally describes AT&T Florida's network and provides that the

1 parties will agree to and document a physical architecture plan for each area (section
2 3.2.1) and how the parties will handle changes to a plan (section 3.2.5). It describes the
3 parties' respective physical and financial responsibilities associated with the
4 interconnection arrangement CA selects (sections 3.2.2 and 3.2.6), as well as how foreign
5 exchange ("FX") services will be handled (section 3.2.3). It provides the terms for
6 establishment of one or more POIs in a LATA (section 3.2.4). And it sets forth the
7 technical interfaces the parties will use (section 3.2.7). It does not include the specific
8 interconnection methods available to CA (the how), which are set forth in section 3.3, nor
9 does it include any pricing (the how much), which is in the Pricing Sheets and/or relevant
10 tariffs.

11 **Q. YOU STATED THAT CA'S PROPOSED LANGUAGE IS NOT NECESSARY.**
12 **WHAT ARE CA'S OPTIONS FOR HOW IT MAY ESTABLISH AN**
13 **ADDITIONAL POI?**

14 A. Net. Int. section 3.3, which is an agreed provision, sets forth CA's options for
15 interconnecting with AT&T Florida, including the establishment of one or more POIs.
16 CA may collocate in an AT&T Florida central office (section 3.3.1); it may lease
17 facilities from AT&T Florida, lease them from another carrier, or self-provision them
18 (section 3.3.2); or it may establish a fiber meet point (section 3.3.3). In light of those
19 provisions, CA's proposed language setting forth options for interconnecting at an
20 additional POI in section 3.2.4.6 is at best unnecessary and at worst – as is the case here –
21 potentially confusing.

22 **Q. IS CA'S PROPOSED LANGUAGE CLEAR AS TO WHAT IS MEANT BY THE**
23 **"DEDICATED TRANSPORT – INTEROFFICE CHANNEL" CA MAY LEASE**
24 **TO ESTABLISH AN ADDITIONAL POI?**

1 A. No. “Dedicated Transport – Interoffice Channel” is available as an unbundled network
2 element (“UNE”) pursuant to section 251(c)(3) and it is also a separate rate element for
3 the purpose of interconnection pursuant to section 251(c)(2), and CA’s language does not
4 recognize the distinction.

5 **Q. WHY IS THAT VAGUENESS PROBLEMATIC?**

6 A. Because the availability and use criteria for UNEs and interconnection are different, CA’s
7 language could lead to disputes. CA may use a UNE for any purpose,²² including
8 interconnection, but unbundled Dedicated Transport – Interoffice Channel is only
9 available when the requested route is impaired.²³ In contrast, while there is no
10 impairment test for availability of interconnection facilities, there are strict criteria
11 regarding their use.²⁴ In its Comments for this issue, CA stated its desire for “UNE
12 rates,” not that it seeks to use a local interconnection facility to connect to the additional
13 POI.

14 **Q. HOW SHOULD THE COMMISSION RESOLVE ISSUE 36?**

15 A. The Commission should reject CA’s additional language in Net. Int. section 3.2.4.6
16 because CA’s language is unnecessary and could lead to disputes.

²² There are limited exceptions. For example, CLECs are not entitled to UNEs for the sole purpose of providing information services (see Issue 1, addressed by AT&T Florida witness Susan Kemp).

²³ Terms and conditions for UNE DS1 and DS3 Dedicated Transport are set forth in section 9 of the UNE attachment.

²⁴ See Net. Int. sections 3.3.2.2 and 3.3.2.3.

1 **ISSUE 37: SHOULD COMMUNICATIONS AUTHORITY BE SOLELY**
2 **RESPONSIBLE FOR THE FACILITIES THAT CARRY**
3 **COMMUNICATIONS AUTHORITY'S OS/DA, E911, MASS CALLING,**
4 **THIRD PARTY AND MEET POINT TRUNK GROUPS?**

5 **Affected Contract Provision: Net. Int. § 3.2.6**

6 **Q. WHAT IS THE DISPUTE REGARDING NET. INT. SECTION 3.2.6?**

7 A. The parties agree that CA bears the sole responsibility for the facilities that carry
8 Operator Services/Directory Assistance ("OS/DA"), E911, Mass Calling, and Third Party
9 Trunk Groups. The dispute concerns whether that responsibility extends beyond the POI.
10 CA proposes to include the bold italics language in Net. Int. section 3.2.6, to which
11 AT&T Florida objects.

12 CLEC is solely responsible, including financially, for the facilities that
13 carry Operator Services/Directory Assistance ("OS/DA"), E911, Mass
14 Calling, Third Party and Meet Point²⁵ Trunk Groups *on its side of the*
15 *Point of Interconnection ("POI")*.

16 **Q. WHY SHOULD THE ICA MAKE CA SOLELY RESPONSIBLE FOR THE**
17 **FACILITIES THAT CARRY CA'S OS/DA, E911, MASS CALLING, AND THIRD**
18 **PARTY TRUNK GROUPS?**

19 A. CA should be solely responsible for the facilities that carry its OS/DA, E911, Mass
20 Calling (high volume call-in, or "HVCI"), and Third Party trunk groups because they are
21 used by CA for the sole benefit of its own customers, and not for the mutual exchange of
22 traffic with AT&T Florida.

23 **Q. DOESN'T CA AGREE THAT IT IS RESPONSIBLE FOR THESE FACILITIES?**

²⁵ Because the network attachment was drafted to accommodate interconnection with AT&T ILECs in 21 states, it includes numerous references to both Third Party and Meet Point Trunk Groups. Third Party Trunk Groups are applicable in AT&T's Southeast region (section 4.3.6), including AT&T Florida, while Meet Point Trunk Groups are used in AT&T's 12-state region. Any references in the ICA to Meet Point Trunk Groups will not apply to CA in Florida.

1 A. Only partially. CA proposes language in section 3.2.6 that would limit its responsibility
2 for these facilities to that portion that is on CA's side of the POI. CA asserted in its
3 Comments that these are local interconnection facilities and that, therefore, they are
4 subject to the same financial responsibilities as other local interconnection facilities.

5 **Q. IS CA CORRECT THAT THESE ARE LOCAL INTERCONNECTION**
6 **FACILITIES?**

7 A. No. The FCC has defined interconnection as “the linking of two networks for the mutual
8 exchange of traffic. This term does not include the transport and termination of traffic.”²⁶
9 In the case of OS/DA, E911, HVCI and Third Party trunk groups, there is no “mutual
10 exchange of traffic.” These trunk groups carry ancillary services (Net. Int. section 4.1.2),
11 separate and apart from the local interconnection trunks (sections 4.3.1 and 4.3.3). The
12 POI is not the demarcation point between the parties' networks for ancillary services.

13 **Q. WHAT IS THE DEMARCATION POINT FOR OS/DA?**

14 A. The demarcation point for OS/DA is at the AT&T Florida OS/DA switch, pursuant to
15 agreed language in Attachment Customer Information Services (“CIS”) section 3.3.3.
16 The ICA also states that the demarcation point need not coincide with the POI (CIS
17 section 3.3.2). Finally, CIS section 3.3.4 states, “CLEC shall be financially responsible
18 for the transport facilities to the AT&T-21STATE switch(es).” These provisions make
19 clear that the POI (which is the demarcation point for local interconnection facilities) is
20 irrelevant when considering financial responsibility for the facilities that carry CA's
21 OS/DA traffic.

²⁶ 47 C.F.R. § 51.5.

1 **Q. HOW DOES THE ICA ADDRESS RESPONSIBILITY FOR THE FACILITIES**
2 **THAT CARRY CA’S E911 TRAFFIC?**

3 A. Attachment E911, section 4.2.1 states:

4 CLEC shall be financially responsible for the transport facilities to each
5 AT&T-21STATE E911 SR [Selective Router] that serves the Exchange
6 Areas in which CLEC is authorized to and will provide Telephone
7 Exchange Service.

8 And E911 section 4.2.5 states:

9 CLEC shall maintain facility transport capacity sufficient to route 911
10 traffic over trunks dedicated to 911 Interconnection between the CLEC
11 switch and the AT&T-21STATE E911 SR.

12 **Q. IS AT&T FLORIDA’S SELECTIVE ROUTER THE POI?**

13 A. No. E911 section 2.13 defines AT&T Florida’s selective router as “the equipment used
14 to route a call to 911 to the proper PSAP based upon the number and location of the
15 caller.” In other words, the SR is a switch specially equipped to handle the proper
16 routing of E911 calls – it is not a POI. CA’s proposal that it be financially responsible
17 for the facilities used for its E911 traffic only on CA’s side of the POI is in direct conflict
18 with agreed language in the E911 attachment.

19 **Q. HAS CA AGREED TO INCLUDE LANGUAGE IN THE ICA OBLIGATING CA**
20 **TO ESTABLISH HVCI TRUNKS?**

21 A. No. AT&T Florida’s proposed language requiring HVCI trunks is the subject of Issue
22 40, which Mr. Neinast discusses. To the extent AT&T Florida prevails on Issue 40 and
23 CA establishes HVCI trunk groups, it is appropriate for CA to be solely responsible for
24 the facilities that carry its HVCI traffic to the designated HVCI access tandem in each
25 serving area.

1 **Q. HOW DOES THE ICA DEFINE A THIRD PARTY TRUNK GROUP?**

2 A. Net. Int. section 2.33 defines Third Party Trunk Group as:

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

9 **Q. DOES THE ICA DESIGNATE CA AS THE PARTY RESPONSIBLE FOR THE**
10 **FACILITIES THAT CARRY THIRD PARTY TRAFFIC?**

11 A. Yes. Agreed language in Net. Int. section 4.3.6.1 states:

12 CLEC shall be responsible for *all* recurring and nonrecurring charges
13 associated with Third Party Traffic trunks *and facilities*. (Emphasis
14 added).

15 AT&T Florida is not financially responsible (nor should it be) for any costs associated
16 with third party traffic.

17 **Q. HAS CA COMMUNICATED A CONSISTENT MESSAGE REGARDING THE**
18 **JUSTIFICATION FOR ITS LANGUAGE?**

19 A. No. In its Comments, CA stated that "each party is responsible only for facilities and
20 costs on its side of the POI for local interconnection." As I explain above, AT&T Florida
21 disagrees that this principle applies to the call types at issue, which are ancillary services
22 and not local interconnection, but CA's Comments are at least consistent with its
23 proposed language.

24 In contrast, CA's response to Staff's Interrogatory No. 9 tells a very different
25 story.²⁷ There, CA does not dispute that it is responsible for the facilities that carry

²⁷ See Exhibit PHP-8.

1 OS/DA, Mass Calling, and Third Party trunk groups on AT&T Florida's side of the POI.
2 Apparently, CA's only objection is to paying for 911 trunks because the public safety
3 agencies pay AT&T Florida for those trunks. But AT&T Florida is not proposing to
4 charge CA for 911 trunks. This issue is about the *facilities* over which trunks ride, and
5 the public safety agencies do not pay for the facilities between CA and AT&T Florida's
6 selective router.

7 **Q. HOW SHOULD THE COMMISSION RESOLVE ISSUE 37?**

8 A. The Commission should reject CA's language that would improperly make AT&T
9 Florida financially responsible for a portion of the facilities that carry CA's ancillary
10 services trunks (*i.e.*, OS/DA, E911, HVCI, and Third Party) and that directly conflicts
11 with other provisions in the ICA.

12 **ISSUE 42: SHOULD COMMUNICATIONS AUTHORITY BE OBLIGATED TO PAY**
13 **FOR AN AUDIT WHEN THE PLF, PLU AND/OR PIU FACTORS IT**
14 **PROVIDES AT&T FLORIDA ARE OVERSTATED BY 5% OR MORE OR**
15 **BY AN AMOUNT RESULTING IN AT&T FLORIDA UNDER-BILLING**
16 **COMMUNICATIONS AUTHORITY BY \$2,500 OR MORE PER MONTH?**

17 **Affected Contract Provision: Net. Int. § 6.13.3.5**

18 **Q. WHAT ARE THE PLF, PLU AND PIU FACTORS?**

19 A. They are percentages that CA will provide to AT&T Florida and that AT&T Florida will
20 use when it bills CA. The "PIU" factor represents the percent interstate usage. In the
21 context of facilities, the ICA refers to it as PIUE. PIUE is used to reflect that portion of a
22 facility that is used to carry interstate (as opposed to intrastate) traffic so that AT&T
23 Florida can properly bill from the interstate tariff rate table. There is also a PIU
24 associated with and applied to usage, which the ICA refers to as TPIU. "PLF" stands for

1 percent local facility. The PLF factor reflects the percentage of the intrastate use of
2 facilities that is local. "PLU" stands for percent local usage. The PLU factor reflects the
3 percentage of the intrastate traffic that is local. All of these factors are used to apportion
4 the charges between local, intrastate, and interstate rates to arrive at a composite bill for
5 mixed use facilities and trunks.

6 **Q. HOW OFTEN WILL CA PROVIDE THESE BILLING FACTORS TO AT&T**
7 **FLORIDA?**

8 A. Net. Int. section 6.13.3, which provides the terms and conditions for the jurisdictional
9 reporting process for the PLF, PLU and PIU billing factors, requires CA to provide the
10 billing factors quarterly.

11 **Q. WHAT HAPPENS IF CA FAILS TO SUPPLY THESE BILLING FACTORS**
12 **QUARTERLY?**

13 A. AT&T Florida has agreed to CA's proposed language that would address this situation.
14 If CA does not update the billing factors in a particular quarter, AT&T Florida will
15 assume that the factors did not change from the prior quarter and apply the most recent
16 factors when preparing its bills to CA.

17 **Q. DOES CA AGREE THAT THE ICA SHOULD PERMIT AT&T FLORIDA TO**
18 **AUDIT CA'S BILLING FACTORS?**

19 A. Yes. The parties have agreed to language in Net. Int. section 6.13.3.5 that provides the
20 framework for AT&T Florida to conduct an audit of CA's billing factors. Such language
21 is appropriate because AT&T Florida must rely on the factors CA supplies when AT&T
22 Florida bills CA for facilities and usage.

1 **Q. UNDER WHAT CIRCUMSTANCES WOULD AT&T FLORIDA CONDUCT**
2 **SUCH AN AUDIT?**

3 A. AT&T Florida would initiate an audit of CA's billing factors only if AT&T Florida had
4 reason to believe CA's factors were not accurate (based on sampled data) and the parties
5 were unable to resolve the discrepancies.

6 **Q. WHAT IS THE DISAGREEMENT CONCERNING WHO PAYS FOR AN**
7 **AUDIT?**

8 A. The parties agree that if the audit discloses that the factors CA provided were accurate,
9 AT&T Florida will bear the cost of the audit. The parties also agree that if the audit
10 discloses that the factors CA provided were overstated – which results in AT&T Florida
11 underbilling CA – CA will bear the cost of the audit. The disagreement concerns how to
12 quantify the inaccuracy as a result of which CA must bear the cost. AT&T Florida
13 proposes that CA be required to bear the cost if CA overstates a factor by more than 5%.
14 CA proposes that it be required to bear the cost if it overstates a factor to an extent that
15 results in underbilling of \$2500 per month or more.

16 **Q. WHY IS AT&T FLORIDA'S PROPOSAL MORE REASONABLE THAN CA'S?**

17 A. As a matter of basic common sense, it is more fair and reasonable to gauge the accuracy
18 or inaccuracy of the factors a CLEC provides on a percentage basis rather than on a fixed
19 basis of the sort CA proposes. If a CLEC overstates the percentage of its traffic that is
20 interstate by 20%, for example, that is a significant inaccuracy, regardless of the total
21 volume of the CLEC's traffic, and the CLEC should bear the cost of the audit that
22 revealed the inaccuracy. On the other hand, an overstatement that results in underbilling

1 by \$2500 may be either a huge overstatement or a trivial overstatement, depending on the
2 CLEC's traffic volumes.

3 In addition, CA is a new market entrant without a proven track record of
4 providing accurate billing factors. AT&T Florida should not be subjected to as much as
5 \$30,000 (or more) in annual losses before CA would be obligated to pay for the audit that
6 showed such underbilling.

7 **Q. WOULD AT&T FLORIDA INITIATE AN AUDIT TO "ARTIFICIALLY DRIVE**
8 **UP CA'S COSTS," AS CA IMPLIED IN ITS COMMENTS?**

9 A. No. It would be irrational for AT&T Florida to do so, because if AT&T Florida initiates
10 an audit and the audit shows CA's factors were accurate, AT&T Florida would bear
11 100% of the cost of the audit.

12 **Q. HOW SHOULD THE COMMISSION RULE ON ISSUE 42?**

13 A. The Commission should adopt AT&T Florida's threshold of 5% as the point at which CA
14 must reimburse AT&T Florida for the cost of an audit of CA's reported billing factors.

15 **ISSUE 43(i): IS THE BILLING PARTY ENTITLED TO ACCRUE LATE PAYMENT**
16 **CHARGES AND INTEREST ON UNPAID INTERCARRIER**
17 **COMPENSATION CHARGES?**

18 **ISSUE 43(ii): WHEN A BILLING DISPUTE IS RESOLVED IN FAVOR OF THE**
19 **BILLING PARTY, SHOULD THE BILLED PARTY BE OBLIGATED TO**
20 **MAKE PAYMENT WITH 10 BUSINESS DAYS OR 30 BUSINESS DAYS?**

21 **Affected Contract Provision: Net. Int. § 6.13.7**

22 **Q. WHAT IS THE PARTIES' DISPUTE IN ISSUE 43(i)?**

23 A. Although the parties have agreed in the GT&Cs that past due amounts are subject to both
24 interest and Late Payment Charges, CA has taken the position in connection with Net.

1 Int. section 6.13.7 that past due intercarrier compensation amounts should be subject only
2 to Late Payment Charges, and not to interest. AT&T Florida disagrees. Past due
3 intercarrier compensation amounts, just like any other past due amounts, should be
4 subject to interest charges as well as LPCs.

5 **Q. WHAT IS THE DIFFERENCE BETWEEN INTEREST AND LATE PAYMENT**
6 **CHARGES?**

7 A. Interest and late payment charges serve different purposes. Interest is compensation for
8 the time value of money, while late payment charges are intended as an incentive to
9 encourage prompt payment.

10 **Q. ARE INTEREST AND LATE PAYMENT CHARGES MUTUALLY EXCLUSIVE?**

11 A. No. Counsel has brought to my attention a decision by a Florida Court of Appeals noting
12 that the trial court, in granting judgment for a principal amount owed, also entered
13 judgment for interest and late payment fees.²⁸ Thus, the two are not mutually exclusive
14 under Florida law.

15 **Q. IN WHICH SECTIONS OF THE GT&CS DID THE PARTIES AGREE TO THE**
16 **IMPOSITION OF BOTH INTEREST AND LATE PAYMENT CHARGES ON**
17 **ALL PAST DUE AMOUNTS?**

18 A. Agreed GT&C section 11.3 provides that LPCs apply to past due amounts,²⁹ and agreed
19 GT&C section 11.4 provides that interest charges accrue on unpaid amounts.³⁰ Under

²⁸ *Verneret v. Foreclosure Advisors LLC*, 45 So. 3d 889, 891 (Fla. Ct. App. 3d Dist. 2010).

²⁹ GT&C section 11.3 states: "A Late Payment Charge will be assessed for all Past Due payments as provided below, as applicable."

³⁰ GT&C section 11.4 states: "If any charge incurred by AT&T-21STATE under this Agreement is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid."

1 these agreed provisions, the Billing Party is entitled to accrue both late payment charges
2 and interest on the disputed amounts while a dispute is pending.

3 **Q. WHAT IS THE PARTIES' DISPUTE IN ISSUE 43(ii)?**

4 A. Once a dispute regarding intercarrier compensation is resolved, AT&T Florida proposes
5 that the billed party pay the Billing Party within ten business days (at least two weeks).
6 CA proposes that the billed party have 30 business days (at least six weeks).

7 **Q. WHY IS TEN BUSINESS DAYS MORE REASONABLE THAN 30 BUSINESS**
8 **DAYS?**

9 A. The billed party will have already waited months (or longer) to be paid while the dispute
10 ran its course. Following resolution of the dispute, two weeks is a reasonable period of
11 time for the billed party to make payment; the Billing Party should not have to wait six
12 weeks to be paid what it is owed. CA asserted in its Comments that it may need time to
13 secure financing so that it can pay AT&T Florida if it is found responsible for the billed
14 charges. However, CA would know throughout the dispute period what charges were
15 accruing, and it should plan for that eventuality. CA should not need additional time to
16 secure financing for payments it could have (and, arguably, should have) reasonably
17 anticipated, and it is not reasonable for AT&T Florida to have to wait six weeks
18 following the closure of the dispute before it is paid what it is due.

19 **Q. HOW SHOULD THE COMMISSION RESOLVE ISSUES 43(i) AND 43(ii)?**

20 A. The Commission should i) adopt AT&T Florida's language stating that both interest and
21 late payment charges may accrue on unpaid intercarrier compensation; and ii) find that
22 ten business days is the time within which the billed party shall pay the billing party

1 following resolution of a dispute in favor of the billed party and adopt AT&T Florida's
2 language so stating.

3 **ISSUE 45: HOW SHOULD THE ICA DESCRIBE WHAT IS MEANT BY A VACANT**
4 **PORTED NUMBER?**

5 **Affected Contract Provision: LNP § 3.1.4**

6 **Q. WHAT IS AT ISSUE IN LNP SECTION 3.1.4?**

7 A. The parties agree that when a ported number becomes vacant, the number must be
8 released to the carrier that owns the switch where the number resides, but the parties
9 disagree about how to define what is meant by "when a ported number becomes vacant."
10 AT&T Florida proposes that the telephone number is vacant when it is "no longer in
11 service with the original End User," while CA proposes that it is vacant only when it is
12 "no longer assigned to an End User."

13 To illustrate the difference between the two proposals, assume that AT&T Florida
14 customer Ms. Smith switches to CA for local phone service and retains the same phone
15 number she had with AT&T Florida – a number that resides in AT&T Florida's switch.
16 Assume further that Ms. Smith then moves to Europe and discontinues her local phone
17 service in Florida. Under AT&T Florida's language, Ms. Smith's number at that point
18 becomes vacant and must be released back to AT&T Florida, because the number is no
19 longer in service with the original end user – Ms. Smith. Under CA's language – and as
20 CA makes clear in its Comments on this issue – the number could instead be conveyed
21 (apparently by Ms. Smith, according to CA's Comments) to another end user, and it
22 would not be regarded as vacant, and so be released back to AT&T Florida, until it was

1 no longer assigned to any end user. As I will explain, CA's approach is based on a
2 fundamental misunderstanding of how number porting works and should be rejected.

3 **Q. HOW ARE TELEPHONE NUMBERS ADMINISTERED?**

4 A. The North American numbering administrator assigns telephone number codes NXXs³¹
5 to carriers,³² and until /unless a carrier returns an unneeded NXX to the administrator, the
6 NXX "belongs to" (or is "owned by") that carrier. When establishing local exchange
7 service for a new end user, the carrier selects a telephone number from its available
8 inventory of numbers (from a code assigned to it by the numbering administrator) to use
9 in providing the service. Informally, one might say that the number is "assigned" to the
10 end user, but that is not technically correct; the number is assigned to the code owner (the
11 carrier), which associates that number with a particular end user's local exchange service.

12 **Q. HOW DOES LOCAL NUMBER PORTABILITY FACTOR INTO NUMBER**
13 **ADMINISTRATION?**

14 A. Local number portability ("LNP") permits an end user to change local service provider
15 without having to change the associated telephone number.³³ Subject to certain

³¹ As a result of telephone number pooling, which was instituted as a number conservation measure, the numbering administrator may also assign codes in thousand number blocks (NXX-X). Thus, there may be different carriers that share an NXX, but the NXX-X is always assigned to only one carrier. For the purpose of my testimony, I will refer to NXX code, NXX, or simply code, to mean either NXX or NXX-X.

³² Recently, the FCC determined that telephone numbers could also be assigned to VoIP providers, which are not telecommunications carriers. That distinction is not relevant to my testimony on the assignment of telephone numbers, and I use the term carriers more generally to include VoIP providers.

³³ When local competition was in its infancy, an end user would have to change his telephone number each time he changed local service provider. This was an obvious impediment to the development of competition that was overcome with the advent of LNP.

1 geographic limitations that are not meaningful here,³⁴ an end user can change his local
2 service provider any number of times while retaining his telephone number. Regardless
3 of the local service provider serving the end user using the original telephone number,
4 however, the number is still officially “owned” by the carrier to which the number
5 administrator assigned the NXX. That is why there must be an LNP database query to
6 identify how to route a call to a ported number; without that query and the resulting
7 routing instructions, a call will be default routed (*i.e.*, misrouted) to the carrier that owns
8 the code.

9 **Q. WHAT IS WRONG WITH CA’S LANGUAGE?**

10 A. CA’s language states that a ported telephone number will not be considered vacant as
11 long as the number is “assigned to an End User.” As expressed in its Comments, CA
12 begins with the mistaken premise that the end user owns the ported telephone number.
13 As I have explained, the telephone number is assigned to a carrier, not to an end user.
14 The end user has a right to use that ported telephone number only while he maintains
15 service associated with that number (including any subsequent ports of the number to
16 different local service providers). When that end user no longer subscribes to telephone
17 exchange service using the ported telephone number, the number becomes vacant and
18 must be released back to the NXX code owner for eventual reuse. CA’s language would
19 improperly allow CA to maintain control of the ported number as long as CA used it for
20 *any* end user.

³⁴ Mr. Neinast addresses in his testimony for Issue 46 the parties’ dispute regarding the extent to which telephone numbers may be ported outside a geographic area.

1 **Q. CA'S COMMENTS PRESUMED THAT AN END USER CAN "CONVEY" HIS**
2 **TELEPHONE NUMBER TO ANOTHER END USER. CAN AN END USER DO**
3 **SUCH A THING?**

4 A. No. In the illustration I used earlier, for example, when Ms. Smith moves to Europe she
5 cannot somehow convey her phone number to a friend. An end user does not control his
6 telephone number and has no right to "convey" it to anyone.

7 **Q. BUT WHAT IF A CUSTOMER SELLS HIS BUSINESS. WOULD THE NEW**
8 **OWNER BE ENTITLED TO USE THE SAME TELEPHONE NUMBER UNDER**
9 **THE SAME BUSINESS NAME?**

10 A. Possibly. If the local exchange service was established in the name of the business, the
11 ported telephone number would be associated with the business name. If the current
12 business owner sells his business, including the business name, there would be no reason
13 for the ported telephone number to be uncoupled from the business (unless the new
14 owner wanted a different telephone number). In fact, AT&T Florida would not even be
15 aware of the sale. If, however, the local exchange service was established in the name of
16 the owner (and not the business), the new owner (who has a different name) could not use
17 the existing ported telephone number for service in a different name once the previous
18 owner's service was disconnected.

19 **Q. CA'S COMMENTS DESCRIBED THE SCENARIO WHERE AN AT&T**
20 **FLORIDA END USER PORTED HIS TELEPHONE NUMBER TO CA, AND**
21 **IMPLIED THAT CA WOULD BE COMPETITIVELY HARMED BY AT&T**
22 **FLORIDA'S LANGUAGE. IS THAT TRUE?**

23 A. No. The same rules apply no matter what carrier owns the NXX code. I think an
24 example would be helpful. Let's suppose that CLEC A is the NXX code owner, and
25 CLEC A installed local exchange service for End User A using a telephone number from
26 that code. End User A then elects to move to AT&T Florida and ports his number over to

1 AT&T Florida. CA subsequently wins End User A to its service, so End User A again
2 ports his number, this time to CA. When End User A disconnects his local exchange
3 service because he is moving out of the area, his telephone number becomes vacant. At
4 this point, the telephone number is released back to the NXX code owner, which is CLEC
5 A.

6 The same steps would apply in reverse if CA was the code owner and installed the
7 original service for End User A. When End User A elects to go with AT&T Florida for
8 local exchange service and retain his telephone number, the number will be ported to
9 AT&T Florida. When End User A disconnects his service, AT&T Florida will release
10 that vacant telephone number back to the code owner, in this case CA. There is nothing
11 discriminatory or anti-competitive about AT&T Florida's example used to demonstrate
12 when a ported number is vacant.

13 **Q. HOW SHOULD THE COMMISSION DECIDE ISSUE 45?**

14 A. The Commission should adopt AT&T Florida's language in LNP section 3.1.4, because
15 AT&T Florida's description of when a ported number is vacant is consistent with
16 industry treatment of ported numbers and CA's is not.

17 **ISSUE 60: SHOULD COMMUNICATIONS AUTHORITY BE PROHIBITED FROM**
18 **OBTAINING RESALE SERVICES FOR ITS OWN USE OR SELLING**
19 **THEM TO AFFILIATES?**

20 **Affected Contract Provision: Resale § 3.2**

21 **Q. PLEASE DESCRIBE THIS ISSUE.**

22 A. Section 251(c)(4) of the 1996 Act requires AT&T Florida to sell telecommunications
23 services to CA at a wholesale discount for resale by CA. Because the purpose of the

1 resale requirement is to allow CA to compete with AT&T Florida by reselling to end
2 users services that CA buys from AT&T Florida at wholesale rates, AT&T Florida
3 proposes language for Resale section 3.2 that states that AT&T Florida has no obligation
4 to make services available at the wholesale discount to CA for its own use or for the use
5 of an affiliate. CA opposes AT&T Florida's proposed language.

6 **Q. CA STATED IN ITS COMMENTS THAT IT MAY RESELL AT&T FLORIDA'S**
7 **SERVICES TO ANY ENTITY IT CHOOSES AS LONG AS IT DOES NOT**
8 **VIOLATE THE TERMS OF THE ICA. DO YOU AGREE?**

9 A. Generally, yes.³⁵ That is the whole point of the ICA – to provide the rates, terms and
10 conditions pursuant to which CA may obtain services from and interconnect with AT&T
11 Florida for CA's provision of local telecommunications service to its customers. And
12 that is why it is important what the ICA does and does not permit. For example, the
13 parties have agreed in Resale section 3.6 that CA may not resell AT&T Florida's
14 residential service to business customers, and so CA may not do so. However, if the ICA
15 did permit CA to resell residential service to business customers, CA could do so because
16 that would not violate the terms of the ICA.

17 **Q. WHY SHOULD THE ICA PROHIBIT CA FROM OBTAINING RESALE**
18 **SERVICES FOR ITS OWN OR ITS AFFILIATES' USE OR OTHERWISE**
19 **AVOIDING AT&T FLORIDA'S RETAIL TARIFF?**

20 A. Section 251(c)(4)(B) of the 1996 Act prohibits AT&T Florida from imposing.
21 "unreasonable or discriminatory ... limitations on, the resale of ... telecommunications

³⁵ An ICA is intended to be comprehensive, but it is not possible for an ICA to clearly state everything that is not permitted. Any such omissions do not necessarily mean that certain actions are therefore automatically permitted. For example, there is nothing in the ICA that says CA may not cut down trees on AT&T Florida's property, but CA is clearly not permitted to do so.

1 service.” AT&T Florida is permitted, however, to impose reasonable, nondiscriminatory
2 limitations on resale. The limitation AT&T Florida proposes here is reasonable and non-
3 discriminatory, and has been approved by a number of state commissions. Furthermore,
4 AT&T Florida’s position is supported by the FCC.

5 **Q. WHAT HAS THE FCC SAID ON THE SUBJECT?**

6 A. In its 1996 *Local Competition Order*, the FCC stated (at ¶ 875), “Section 251(c)(4) does
7 not require the incumbent LECs to make services available for resale at wholesale rates to
8 parties who are not ‘telecommunications carriers’ *or who are purchasing services for*
9 *their own use.*” (Emphasis added). Paragraph 874 further supports AT&T Florida’s
10 position: “Section 251(c)(4) does not entitle subscribers to obtain services at wholesale
11 rates for their own use.” The FCC’s language is clear: AT&T Florida must offer
12 services for resale to CA, but it is not required to provide services to CA *as an end user* at
13 a wholesale rate.

14 **Q. WHY IS IT REASONABLE TO PROHIBIT CA FROM BUYING SERVICES**
15 **FROM AT&T FLORIDA AT A WHOLESALE DISCOUNT FOR ITS OWN USE**
16 **OR ITS AFFILIATE’S USE?**

17 A. The purpose of section 251(c)(4) is to enable CLECs to compete with the ILEC by
18 purchasing the ILEC’s services at wholesale rates and reselling the services to end users
19 at a profit. That purpose would not be served by allowing CA to buy services from
20 AT&T Florida at a wholesale discount for its own or its affiliates’ use. As other state
21 commissions have concluded:

- 22 • “The Panel adopts [the ILEC’s] proposed language [providing that
23 Sprint may purchase resale services only for sale to a person other than
24 Sprint, its subsidiaries and affiliates]. . . . [T]he Panel is of the opinion
25 that federal law clearly provides guidance that the 1996 Act did not

1 require the ILEC to provide services to other carriers at wholesale
2 rates for their own internal use. This does not mean that Sprint will
3 not have access to the telephone lines it needs to establish its business,
4 but simply that it must purchase them at retail rates, like every other
5 competitive local exchange carrier and end user.”³⁶
6

7 • “We read 251(c)(4) . . . as not requiring [the ILEC] to sell Sprint lines
8 at wholesale rates for its own use. . . . Neither the Act nor the FCC
9 Order explicitly requires [the ILEC] to sell Sprint such lines at
10 wholesale rates and we believe competition will not be impaired by
11 Sprint’s purchase of its own lines at retail rates.”³⁷
12

13 • “Prohibiting Sprint from using resale services for its own corporate use
14 or use by its corporate affiliates is reasonable and supported by the
15 Act.”³⁸

16 **Q. HOW SHOULD THE COMMISSION RESOLVE ISSUE 60?**

17 A. The Commission should adopt AT&T Florida’s language in Resale section 3.2.

18 **ISSUE 61: WHICH PARTY’S LANGUAGE REGARDING DETAILED BILLING**
19 **SHOULD BE INCLUDED IN THE ICA?**

20 **Affected Contract Provision: Resale § 5.2.1**

21 **Q. WHAT IS THE PARTIES’ DISPUTE IN ISSUE 61?**

22 A. The parties disagree as to how the ICA should describe the detailed billing AT&T Florida
23 will make available to CA for resale services.

24 **Q. WHAT IS AT&T FLORIDA’S PROPOSAL REGARDING DETAILED BILLING**
25 **FOR RESELLER SERVICES?**

³⁶ Decision of the Arbitration Panel, Docket No. 6055-MA-100, *Petition of Sprint Communications Company per § 252(b) of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with Wisconsin Bell, Inc.* (Wisc. Pub. Serv. Comm’n Jan. 15, 1997).

³⁷ Arbitration Decision, Cause No. 40625-INT-01, *Sprint Communications Company L.P.’s Petition for Arbitration for Arbitration of Interconnection Rates, Terms, Conditions and Related Arrangements with Indiana Bell Telephone Co.* (Ind. Util. Reg. Comm’n Jan. 9, 1997).

³⁸ Decision of Arbitration Panel, Case No. U-11203, *Petition for Arbitration of Interconnection Rates, Terms, Conditions and Related Arrangements with Michigan Bell Tel. Co.* (Mich. Pub. Serv. Comm’n Dec. 12, 1996).

1 A. AT&T Florida proposes the following language in Resale section 5.2.1, to which CA
2 objects:

3 AT&T-21STATE shall provide CLEC with the option to obtain
4 detailed monthly billing detail which, at a minimum, meets all
5 regulatory requirements for detailed billing and which provides the
6 telephone number and rate of each resold line billed for that month,
7 along with any optional features for each line and the rate associated
8 with each optional feature billed.

9 **Q. WHAT IS THE SOURCE OF AT&T FLORIDA’S PROPOSED LANGUAGE?**

10 A. CA itself proposed nearly identical language during negotiations. The only change
11 AT&T Florida made to CA’s proposal was a slight modification to simply reflect that it is
12 CA’s option whether to request detailed billing. I do not understand why CA rejected its
13 own language and proposed something different when it filed its petition.

14 **Q. HOW WOULD CA REQUEST DETAILED BILLING?**

15 A. CA may request detailed billing for its resale customers via its CLEC Profile. The CLEC
16 Billing Guide is available on AT&T’s CLEC Online website.³⁹

17 **Q. DOES AT&T FLORIDA CHARGE FOR DETAILED BILLING?**

18 A. No. AT&T Florida does not charge for detailed billing as described in section 5.2.1.
19 However, CA also has the option of obtaining a daily usage file (“DUF”) for its resale
20 customers, for which AT&T Florida charges the rates set forth in the Pricing Schedule.
21 CA has not contested these rates.

22 **Q. WHAT IS AT&T FLORIDA’S OBJECTION TO CA’S PROPOSED LANGUAGE?**

³⁹ http://wholesale.att.com/reference_library/guides/html/understanding_bill.html

1 A. CA's language referencing FCC Order 99-72 is inappropriate for an ICA. The FCC's
2 billing rules established in that order (*i.e.*, 47 C.F.R. §§ 64.2400 and 2401) relate to retail
3 bills to consumers, not resale bills to other carriers.

4 **Q. HOW SHOULD THE COMMISSION RESOLVE THIS ISSUE?**

5 A. The Commission should adopt AT&T Florida's language, which CA essentially drafted,
6 because it will provide CA with the detailed billing information on resale lines it needs to
7 bill its end users.

8 **ISSUE 66: FOR EACH RATE THAT COMMUNICATIONS AUTHORITY HAS**
9 **ASKED THE COMMISSION TO ARBITRATE, WHAT RATE SHOULD**
10 **BE INCLUDED IN THE ICA?**

11 **Affected Contract Provision: Pricing Sheet**

12 **Q. WHICH DISPUTED PRICES DO YOU ADDRESS?**

13 A. I address prices related to local interconnection.

14 **Q. HAS THE COMMISSION PREVIOUSLY APPROVED COST-BASED PRICES**
15 **FOR THE INTERCONNECTION RATE ELEMENTS CA CHALLENGES?**

16 A. Yes. The Commission previously approved AT&T Florida's local interconnection rates
17 in Docket No. 990649-TP, Order No. PSC-01-2051-FOF-TP. There is one exception,
18 namely DS0 trunk installation charges.

19 **Q. PLEASE EXPLAIN THE SOURCE OF AT&T FLORIDA'S DS0 TRUNK**
20 **INSTALLATION CHARGES.**

21 A. AT&T Florida's switches are equipped with dedicated DS1 trunk ports for
22 interconnection trunking. DS1 trunk ports can accommodate up to 24 individual DS0
23 trunks, and AT&T Florida charges for installation of trunks on an individual basis. Thus,

1 if a CLEC requires only 12 trunks, AT&T Florida assesses nonrecurring charges to install
2 12 trunks on a single order (one initial at \$21.73, plus 11 additional at \$8.19) rather than
3 for the entire DS1 trunk port. The installation trunk charges per DS0 on the Pricing
4 Sheets are based on an April 2000 cost study for DS1 trunk ports, divided by 24.⁴⁰
5 AT&T Florida was unable to identify the Commission order number approving these
6 charges. The DS0 interconnection trunk installation charges AT&T Florida proposes for
7 CA's ICA are the same charges AT&T Florida assesses to all CLECs in Florida.

8 **Q. DOES CA HAVE ANY SUPPORT FOR ITS PROPOSED RATES FOR LOCAL**
9 **INTERCONNECTION?**

10 A. To the best of my knowledge, no; certainly, CA has not provided any such support so far.

11 **Q. WHAT LOCAL INTERCONNECTION PRICES SHOULD THE COMMISSION**
12 **ADOPT FOR CA'S ICA?**

13 A. The Commission should adopt AT&T Florida's rates. Indeed, the Commission has
14 previously ruled that "the rates we established in Docket Nos. 990649-TP and 000649-TP
15 are the appropriate rates for (B) Network Elements, (C) Interconnection, (E) LNP/INP,
16 (F) Billing Records, and (G) Other." Order No. PSC-02-0413-FOF-TP (issued March 26,
17 2002 in Docket No. 001305-TP, footnotes omitted). AT&T Florida provided additional
18 supporting detail in its response to Staff Interrogatory No. 76 (Exhibit 4, CA Issues 260-
19 272).

20 **Q. BUT ISN'T CA ENTITLED TO ARBITRATE NEW RATES IN THIS**
21 **PROCEEDING?**

⁴⁰ The DS1 trunk port nonrecurring cost is \$521.58 for the first DS1 and \$196.50 for each additional DS1 installed at the same time. Dividing by 24 yields the first and additional DS0 trunk charges of \$21.73 and \$8.19, respectively, set forth in the Pricing Sheets.

1 A. No. Like almost all state commissions in the United States, this Commission establishes
2 TELRIC-based rates in generic dockets in which all interested parties are allowed to
3 participate. Docket Nos. 990649-TP and 000649-TP were such dockets. The
4 Commission has appropriately refused to reconsider in a two-party arbitration the rates it
5 established in those dockets, and it should do so again here. Docket No. 041464-TP, for
6 example, was an arbitration between Florida Digital Networks, Inc. (“FDN”) and Sprint
7 Florida, whose UNE rates – like AT&T Florida’s UNE rates –were established by the
8 Commission in Docket No. 990649-TP. *See* Order No. PSC-06-0027-FOF-TP (Jan. 10,
9 2006), at 30. FDN sought to revisit those rates, and the Commission declined, stating:

10 FDN has continuously argued throughout this proceeding that it has an
11 unconditional right under Section 252 of the Act to arbitrate UNE rates
12 in this proceeding, however this argument alone does not necessarily
13 warrant this Commission revisiting its earlier decisions in the Sprint
14 UNE Docket. To revisit this Commission’s pricing decisions in the
15 Sprint UNE Docket, without a showing of changed circumstances,
16 would nullify the basic rationale for consolidating such proceedings ...

17 We agree with Sprint’s position that the UNE rates approved in Docket
18 No. 990649B-TP should be the rates incorporated in the new
19 interconnection agreement between FDN and Sprint ... We find that it
20 would be discriminatory to allow FDN to arbitrate different rates than
21 what has been approved in Docket No. 990649-TP. In conclusion, we
22 find that the use of a generic proceeding rather than 73 separate
23 arbitrations was more practical and efficient. It would be impossible
24 for this Commission to effectively and efficiently arbitrate 74 separate
25 interconnection agreements.

26 *Id.* at 31.

27 **Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?**

28 A. Yes.

EXHIBIT PHP-1

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DIRECT TESTIMONY OF PATRICIA H. PELLERIN

DOCKET NO. 140156-TP

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**INTERCONNECTION AND/OR RESALE AGREEMENT
UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

This Interconnection and/or Resale Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the Agreement), by and between one or more of the AT&T Inc. owned ILECs: BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA, and AT&T TENNESSEE; Illinois Bell Telephone Company d/b/a AT&T ILLINOIS; Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA; Michigan Bell Telephone Company d/b/a AT&T MICHIGAN; Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale; The Ohio Bell Telephone Company d/b/a AT&T OHIO; Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA; Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA, and AT&T TEXAS; and Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN, (only to the extent that the agent for each such AT&T Inc. owned ILEC executes this Agreement for such AT&T Inc. owned ILEC and only to the extent that such AT&T Inc. owned ILEC provides Telephone Exchange Services as an ILEC in each of the State(s) listed below) and Communications Authority, Inc. ("CLEC" also referenced as "Communications Authority, Inc."), (a Florida Corporation), shall apply to the State(s) of Florida.

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

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

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

WHEREAS, for purposes of this Agreement, CLEC intends to operate where one or more of the AT&T Inc. entities, hereinafter referred to as, BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA, and AT&T TENNESSEE; Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA, AT&T TEXAS and Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN, the Incumbent Local Exchange Carrier(s) and CLEC, a Competitive Local Exchange Carrier, has or, prior to the provisioning of any Interconnection, access to 251(c)(3) Unbundled Network Elements, Telecommunications Services or any other functions, facilities, products or services hereunder, will have been granted authority to provide certain local Telephone Exchange Services in the foregoing ILEC Service areas by the appropriate State Commission(s);

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 Introduction

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

2.0 Definitions

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

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

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

2.4 "Affiliate" is as defined in the Act.

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

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

2.7 "AT&T Inc." (AT&T) means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE; Illinois Bell Telephone Company d/b/a AT&T ILLINOIS; Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA; Michigan Bell Telephone Company d/b/a AT&T MICHIGAN; Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale; The Ohio Bell Telephone Company d/b/a AT&T OHIO; Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA; Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and/or AT&T TEXAS, and/or Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN. As used in this Agreement, AT&T refers to the AT&T Inc. ILECs only.

2.8 INTENTIONALLY LEFT BLANK.

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

2.10 INTENTIONALLY LEFT BLANK.

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

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

2.13 INTENTIONALLY LEFT BLANK.

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

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

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

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

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

- 2.19 INTENTIONALLY LEFT BLANK.
- 2.20 "AT&T FLORIDA" means the AT&T owned ILEC doing business in Florida.
- 2.21 "AT&T GEORGIA" means the AT&T owned ILEC doing business in Georgia.
- 2.22 "AT&T ILLINOIS" means the AT&T owned ILEC doing business in Illinois.
- 2.23 "AT&T INDIANA" means the AT&T owned ILEC doing business in Indiana.
- 2.24 "AT&T KANSAS" means the AT&T owned ILEC doing business in Kansas.
- 2.25 "AT&T KENTUCKY" means the AT&T owned ILEC doing business in Kentucky.
- 2.26 "AT&T LOUISIANA" means the AT&T owned ILEC doing business in Louisiana.
- 2.27 "AT&T MICHIGAN" means the AT&T owned ILEC doing business in Michigan.
- 2.28 "AT&T MIDWEST REGION 5-STATE" means the AT&T owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 2.29 "AT&T MISSISSIPPI" means the AT&T owned ILEC doing business in Mississippi.
- 2.30 "AT&T MISSOURI" means the AT&T owned ILEC doing business in Missouri.
- 2.31 "AT&T NEVADA" means the AT&T owned ILEC doing business in Nevada.
- 2.32 "AT&T NORTH CAROLINA" means the AT&T owned ILEC doing business in North Carolina.
- 2.33 "AT&T OHIO" means the AT&T owned ILEC doing business in Ohio.
- 2.34 "AT&T OKLAHOMA" means the AT&T owned ILEC doing business in Oklahoma.
- 2.35 "AT&T SOUTH CAROLINA" means the AT&T owned ILEC doing business in South Carolina.
- 2.36 "AT&T SOUTHEAST REGION 9-STATE" means the AT&T owned ILEC(s) doing business in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
- 2.37 "AT&T SOUTHWEST REGION 5-STATE" means the AT&T owned ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 2.38 "AT&T TENNESSEE" means the AT&T owned ILEC doing business in Tennessee.
- 2.39 "AT&T TEXAS" means the AT&T owned ILEC doing business in Texas.
- 2.40 "AT&T WEST REGION 2-STATE" means the AT&T owned ILEC(s) doing business in California and Nevada.
- 2.41 "AT&T WISCONSIN" means the AT&T owned ILEC doing business in Wisconsin.
- 2.42 "Audited Party" means the Party being audited by the Auditing Party.
- 2.43 "Auditing Party" means the Party conducting an audit of the Audited Party's books, records, data and other documents.
- 2.44 "Automated Message Accounting (AMA)" means the structure that is inherent in switch technology that initially records Telecommunication message information. AMA format is contained in the Automated Message Accounting document published by Telcordia (formerly known as Bellcore) as GR-1100-CORE, which defines and amends the industry standard for message recording.
- 2.45 "Bill Due Date" means thirty (30) calendar days from the bill date ***or 20 days following receipt of a bill by the billed party, whichever is later.***
- 2.46 "Billed Party" means the recipient Party of a bill rendered from the Billing Party.
- 2.47 "Billing Party" means the Party rendering a bill.
- 2.48 "Bona Fide Request (BFR)" means the process described in Attachment 08 – Bona Fide Request (BFR).

- 2.49 "Business Day" means Monday through Friday, excluding holidays on which the applicable AT&T-21STATE ILEC does not provision new retail services and products.
- 2.50 "Busy Line Verification (BLV)" means a service whereby an End User requests an operator to confirm the busy status of a line.
- 2.51 "CABS" means the Carrier Access Billing System.
- 2.52 "Calling Name Delivery Service (CNDS)" means a service that enables a terminating End User to identify the calling Party by a displayed name before a call is answered. The calling Party's name is retrieved from a calling name database and delivered to the End User's premise between the first and second ring for display on compatible End User premises equipment.
- 2.53 "Cash Deposit" means a cash security deposit in U.S. dollars held by AT&T-21STATE.
- 2.54 "Central Automatic Message Accounting (CAMA) Trunk" means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from CLEC's switch to an AT&T-21STATE E911 Selective Router.
- 2.55 "Centralized Message Distribution System (CMDS)" means the industry-wide data collection system, which handles the daily exchange of message details between CMDS participating telephone companies (also known as CMDS Direct Participants). AT&T-21STATE is a CMDS Direct Participant.
- 2.56 "Central Office Switch (CO)" means the switching entity within the public switched Telecommunications network, including but not limited to:
- 2.56.1 "End Office Switch" or "End Office" means the switching machine that directly terminates traffic to and receives traffic from purchasers of local Exchange Services. An End Office Switch does not include a PBX.
- 2.56.2 "Tandem Office Switch" or "Tandem(s)" are used to connect and switch trunk circuits between and among other Central Office Switches. A Tandem Switch does not include a PBX.
- 2.57 "Change in Control" shall mean the (a) consolidation or merger of CLEC with or into any unaffiliated entity, (b) sale, transfer or other disposition of all or substantially all of the assets of CLEC to an unaffiliated entity, or (c) acquisition by any entity, or group of entities acting in concert, of outstanding voting securities or partnership interests of CLEC which give such entity or group of entities Control over CLEC.
- 2.58 "Claim" means any pending or threatened claim, action, proceeding or suit.
- 2.59 "Commercial Mobile Radio Service(s) (CMRS)" is as defined in the Act and FCC rules.
- 2.60 "Commission" means the applicable State agency with regulatory authority over Telecommunications. The following is a list of the appropriate State agencies:
- 2.60.1 the Alabama Public Service Commission (APSC);
- 2.60.2 the Arkansas Public Service Commission (AR-PSC);
- 2.60.3 the California Public Utilities Commission (CA-PUC);
- 2.60.4 INTENTIONALLY LEFT BLANK;
- 2.60.5 the Florida Public Service Commission (FPSC);
- 2.60.6 the Georgia Public Service Commission (GPSC);
- 2.60.7 the Illinois Commerce Commission (IL-CC);
- 2.60.8 the Indiana Utility Regulatory Commission (IN-URC);
- 2.60.9 the Kansas Corporation Commission (KS-CC);
- 2.60.10 the Kentucky Public Service Commission (KPSC);
- 2.60.11 the Louisiana Public Service Commission (LPSC);

- 2.60.12 the Michigan Public Service Commission (MI-PSC);
 - 2.60.13 the Mississippi Public Service Commission (MPSC);
 - 2.60.14 the Missouri Public Service Commission (MO-PSC);
 - 2.60.15 the Public Utilities Commission of Nevada (NV-PUC);
 - 2.60.16 the North Carolina Utilities Commission (NCUC);
 - 2.60.17 the Public Utilities Commission of Ohio (PUC-OH);
 - 2.60.18 the Oklahoma Corporation Commission (OK-CC);
 - 2.60.19 the Public Service Commission of South Carolina (PSCSC);
 - 2.60.20 the Tennessee Regulatory Authority (TRA);
 - 2.60.21 the Public Utility Commission of Texas (PUC-TX); and
 - 2.60.22 the Public Service Commission of Wisconsin (PSC-WI).
- 2.61 "Common Channel Signaling (CCS)" means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. It is a special network, fully separate from the transmission path of the public switched network. Unless otherwise agreed by the Parties, the CCS protocol used by the Parties shall be SS7.
- 2.62 "Common Language Location Identifier (CLLI)" means the codes that provide a unique eleven (11) character representation of a network interconnection point. The first eight (8) characters identify the city, state and building location, while the last three (3) characters identify the network component.
- 2.63 "Competitive Local Exchange Carrier (CLEC)" means a telephone company certificated by the Commission to provide local Exchange Service within AT&T-21STATE's franchised area.
- 2.64 "Consequential Damages" means Losses claimed to have resulted from any indirect, incidental, reliance, special, consequential, punitive, exemplary, multiple or any other Loss, including damages claimed to have resulted from harm to business, loss of anticipated revenues, savings, or profits, or other economic Loss claimed to have been suffered not measured by the prevailing Party's actual damages, and any other damages typically considered consequential damages under Applicable Law, regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.
- 2.65 "Control" shall mean, with respect to any entity, the possession, direct or indirect, of the power to solely direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities (or other ownership interests) by contract or otherwise.
- 2.66 "Daily Usage File" or "DUF" or "Usage Extract" means a service which provides End User usage call records as described in Attachment 11 - Daily Usage File.
- 2.67 "Delaying Event" means any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by:
- 2.67.1 the failure of the other Party to perform any of its obligations set forth in this Agreement, including but not limited to a Party's failure to provide the other Party with accurate and complete Service Orders;
 - 2.67.2 any delay, act or failure to act by the other Party or its End User, agent or subcontractor; or
 - 2.67.3 any Force Majeure Event.
- 2.68 "Dialing Parity" means as defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity.
- 2.69 "Digital Signal Level" means one of several transmission rates in the time division multiplex hierarchy.

- 2.70 "Digital Signal Level 0 (DS-0)" means the lowest-level signal in the time division multiplex digital hierarchy, and represents a voice-grade channel operating at either the 56 Kbps or 64 Kbps transmission bit rates. There are twenty-four (24) DS-0 channels in a DS-1.
- 2.71 "Digital Signal Level 1 (DS-1)" means the 1.544 Mbps first level signal in the time division multiplex hierarchy.
- 2.72 "Digital Signal Level 3 (DS-3)" means the 44.736 Mbps third level signal in the time division multiplex hierarchy.
- 2.73 "Digital Subscriber Line (DSL)" means as defined in Attachment 14 - xDSL Loops.
- 2.74 INTENTIONALLY LEFT BLANK.
- 2.75 "Disputed Amounts" as used in Section 11.9 below, means the amount that the Disputing Party contends is incorrectly billed.
- 2.76 "Disputing Party" as used in Section 11.9 below, means the Party to this Agreement that is disputing an amount in a bill rendered by the Billing Party.
- 2.77 "Electronic File Transfer" means any system or process that utilizes an electronic format and protocol to send or receive data files.
- 2.78 "End User(s)" means a Third Party residence or business that subscribes to Telecommunications Services provided by any of the Parties at retail. As used herein, the term "End User(s)" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.
- 2.79 "Enhanced Service Provider (ESP)" means the provider of enhanced services, as those services are defined in 47 CFR Section 64.702.
- 2.80 "Exchange Access" means as defined in the Act.
- 2.81 "Exchange Area" means an area, defined by the Commission, for which a distinct local rate schedule is in effect.
- 2.82 "Exchange Message Interface (EMI)" (formerly Exchange Message Record "EMR") means the standard used for exchange of Telecommunications message information among Telecommunications Carriers for billable, non-billable, CABS, sample, settlement and study data. EMI format is contained in Telcordia Practice BR-010-200-010, CRIS Exchange Message Record and the Alliance for Telecommunications Industry Solutions (ATIS) document, ATIS-0406000-xxxx (xxxx refers to the year of publication).
- 2.83 "Exchange Service" means Telephone Exchange Service as defined in the Act.
- 2.84 "FCC" means the Federal Communications Commission.
- 2.85 "Feature Group A (FGA)" means calls either originated by, or delivered to, an End User who has purchased switched access FGA service from the interstate or intrastate tariffs of either Party. FGA also includes, but is not limited to, FGA-like services provided by either Party, where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one LATA but where the Party receiving the call is physically located in a LATA different than the LATA of the Party originating the call.
- 2.86 "Feature Group D (FGD)" means the access available to all customers, providing trunk side access to a Party's End Office Switches with an associated uniform 101XXXX access code for customer's use in originating and terminating communications.
- 2.87 "Fiber Meet" means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface), using a single point-to-point linear chain SONET system.
- 2.88 "Foreign Exchange (FX)" or "FX-like" Service means a retail service offering which allows FX End Users to obtain Exchange Service from a mandatory local calling area other than the mandatory local calling area where the FX End User is physically located, but within the same LATA as the number that is assigned. FX Service enables particular End Users to avoid what might otherwise be toll calls between the FX End User's physical location and other End Users in the foreign exchange.

- 2.89 "FX Telephone Numbers" means those telephone numbers with rating and routing point that are different from those of the geographic area in which the End User is physically located. FX Telephone Numbers that deliver second dial tone and the ability for the calling Party to enter access codes and an additional recipient telephone number remain classified as Feature Group A (FGA) calls, and are subject to the originating and terminating carrier's tariffed Switched Exchange Access rates (also known as "Meet Point Billed" compensation).
- 2.90 "Fraud Monitoring System" means an off-line administration system that monitors suspected occurrences of ABT-related fraud.
- 2.91 "Governmental Authority" means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.
- 2.92 "Incumbent Local Exchange Carrier (ILEC)" is as defined in the Act.
- 2.93 "Intellectual Property" means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.
- 2.94 "Integrated Digital Loop Carrier" means a subscriber loop carrier system that is twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal which integrates within the switch at a DS1 level.
- 2.95 "Integrated Services Digital Network (ISDN)" means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two (2) 64 Kbps bearer channels and one (1) 16 Kbps data channel (2B+D).
- 2.96 "Interconnection" is as defined in the Act.
- 2.97 "Interconnection Activation Date" means the date that the construction of the joint facility Interconnection arrangement has been completed, trunk groups have been established, joint trunk testing is completed and trunks have been mutually accepted by the Parties.
- 2.98 "Interconnection Service(s)" means Interconnection, Resale Services, 251(c)(3) UNEs, Collocation, functions, facilities, products and services offered under this Agreement.
- 2.99 "Interexchange Carrier (IXC)" means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.
- 2.100 "InterLATA" is as defined in the Act.
- 2.101 "Intermediate Distribution Frame (IDF)" means a second frame that augments an existing Main Distribution Frame. Lines or outside cables do not terminate on the IDF.
- 2.102 "Internet Service Provider (ISP)" means an Enhanced Service Provider (ESP) that provides Internet Services.
- 2.103 "ISP-Bound Traffic" means Telecommunications traffic, in accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order"), "ISP-Bound Traffic" shall mean Telecommunications traffic exchanged between CLEC and AT&T-21STATE in which the originating End User of one Party and the ISP served by the other Party are:
- 2.103.1 both physically located in the same ILEC Local Exchange Area as defined by the ILEC's Local (or "General") Exchange Tariff on file with the Commission or regulatory agency; or
- 2.103.2 both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS) or other types of mandatory expanded local calling scopes.
- 2.104 "IntraLATA Toll Traffic" means the IntraLATA traffic, regardless of the transport protocol method, between two locations within one LATA where one of the locations lies outside of the mandatory local calling area as defined by the Commission.

- 2.105 "Jurisdictional Information Parameter (JIP)" is an existing six (6) digit (NPA-NXX) field in the SS7 message. This field designates the first point of switching.
- 2.106 "Late Payment Charge" means the charge that is applied when a CLEC fails to remit payment for any *undisputed* charges by the Bill Due Date, or if payment for any portion of the charges is received from CLEC after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available or received by AT&T-21STATE as of the Bill Due Date, or if the CLEC does not submit the Remittance Information.
- 2.107 "LEC-carried" means the transport of calls or messages on a Carrier's network.
- 2.108 "Letter of Credit" means the unconditional, irrevocable standby bank letter of credit from a financial institution acceptable to AT&T-21STATE naming the AT&T owned ILEC(s) designated by AT&T-21STATE as the beneficiary(ies) thereof and otherwise on the AT&T-21STATE Letter of Credit form.
- 2.109 "Line Information Data Base (LIDB)" means a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB is accessible through CCS networks. LIDB contains records associated with End User line numbers and special billing numbers.
- 2.110 "Line Side" means the End Office switch connections that have been programmed to treat the circuit as a local line connected to a terminating station (e.g., an ordinary subscriber's telephone station set, a PBX, answering machine, facsimile machine or computer). Line Side connections offer only those transmission and signal features appropriate for a connection between an End Office and such terminating station.
- 2.111 "Local Access and Transport Area (LATA)" is as defined in the Act.
- 2.112 "Local Exchange Carrier (LEC)" is as defined in the Act.
- 2.113 "Local Exchange Routing Guide (LERG)" means the Telcordia Reference document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as Network element and equipment designations.
- 2.114 "Local Interconnection Trunks/Trunk Groups" means the trunks that are used for the termination of Local Exchange Traffic, pursuant to Telcordia Technical Reference GR 317-CORE.
- 2.115 "Local Number Portability (LNP)" means the ability of users of Telecommunications Services to retain a previously existing telephone number(s) and transfer them to a different carrier.
- 2.116 "Location Routing Number (LRN)" means the ten (10) digit number that is assigned to the network switching elements (Central Office-Host and Remotes as required) for the routing of calls in the network. The first six (6) digits of the LRN will be one of the assigned NPA NXX of the switching element. The purpose and functionality of the last four (4) digits of the LRN have not yet been defined but are passed across the network to the terminating switch.
- 2.117 "Local Service Provider (LSP)" means the LEC that provides retail local Exchange Service to an End User. The LSP may or may not provide any physical network components to support the provision of that End User's service.
- 2.118 "Local Service Request (LSR)" means the form used to input orders to the Local Service Center (LSC) by CLEC, including, but not limited to orders to add, establish, change or disconnect services.
- 2.119 "Main Distribution Frame (MDF)" means the termination frame for outside facility and inter-exchange office equipment at the CO.
- 2.120 "Multiple Exchange Carrier Access Billing" or "MECAB" means the document prepared by the Billing Committee of the OBF, which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by ATIS as ATIS/OBF-MECAB-Issue 6, February 1998, contains the recommended guidelines for the billing of access services provided to an IXC by two (2) or more LECs, or by one LEC in two (2) or more states within a single LATA.
- 2.121 "Multiple Exchange Carriers Ordering and Design" or "MECOD" means the Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee of the OBF, which functions under the auspices of the Carrier Liaison Committee of ATIS. The MECOD document, published by ATIS as ATIS/OBF-

MECAB-Issue 3, February 1993, establishes methods for processing orders for access service which is to be provided to an IXC by two (2) or more telecommunications providers.

- 2.122 "Meet-Point Billing (MPB)" means the billing associated with interconnection of facilities between two (2) or more LECs for the routing of traffic to and from an IXC with which one of the LECs does not have a direct connection. In a multi-bill environment, each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.
- 2.123 "Multiple Bill/Single Tariff" means the billing method used when Switched Exchange Access Services is jointly provided by the Parties. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates.
- 2.124 "Network Data Mover (NDM)" or "Connect Direct" means the industry standard protocol for transferring information electrically.
- 2.125 "Non-Paying Party" is the Party that has not made payment by the Bill Due Date of all amounts within the bill rendered by the Billing Party.
- 2.126 "North American Numbering Plan (NANP)" means the numbering architecture in which every station in the NANP Area is identified by a unique ten (10)-digit address consisting of a three (3)-digit NPA code, a three (3)-digit central office code of the form NXX, and a four (4)-digit line number of the form XXXX.
- 2.127 "Notice" is official correspondence between the Parties sent in accordance with Notice Sections 20.1-20.3 of this General Terms and Conditions.
- 2.128 "Numbering Plan Area (NPA)", also called area code, means the three (3)-digit code that occupies the A, B, C positions in the ten (10)-digit NANP format that applies throughout the NANP Area. NPAs are of the form NXX, where N represents the digits two (2) through nine (9) and X represents any digit zero (0) through nine (9). In the NANP, NPAs are classified as either geographic or non-geographic: a) Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP Area: b) Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples are NPAs in the N00 format, (e.g., 800).
- 2.129 "Number Portability" is as defined in the Act.
- 2.130 "NXX" or "Central Office Code" is the three (3)-digit switch entity indicator that is defined by the fourth (4th) through sixth (6th) digits of a ten (10)-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.
- 2.131 "Operating Company Number (OCN)" means the Company Code assigned by NECA identifying CLEC as a Resale or UNE provider.
- 2.132 "Operations Support Systems (OSS)" means the suite of functions which permits CLEC to interface to the ILEC for pre-ordering, ordering, provisioning, maintenance/ repair and billing as described in the Attachment 07 – Operations Support Systems (OSS) herein.
- 2.133 "Ordering and Billing Forum (OBF)" means the forum comprised of local telephone companies and inter-exchange carriers (IXCs), whose responsibility is to create and document Telecommunication industry guidelines and standards.
- 2.134 "Out of Exchange LEC (OE-LEC)" means a LEC operating within AT&T-21STATE's incumbent local Exchange Area and provides Telecommunications Services utilizing NPA-NXXs identified to reside in a Third Party ILEC's local Exchange Area.
- 2.135 "Out of Exchange Traffic" is defined as local, transit, or intraLATA traffic to or from a non-AT&T-21STATE ILEC Exchange Area.
- 2.136 "Party" means either CLEC or the AT&T owned ILEC; use of the term "Party" includes each of the AT&T owned ILEC(s) that is a Party to this Agreement. "Parties" means both CLEC and the AT&T owned ILEC.

- 2.137 "Past Due" means when a CLEC fails to remit payment for any *undisputed* charges by the Bill Due Date, or if payment for any portion of the charges is received from CLEC after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available to AT&T-21STATE as of the Bill Due Date (individually and collectively means Past Due).
- 2.138 "Person" means an individual or a partnership, an association, a joint venture, a corporation, a business or a trust or other entity organized under Applicable law, an unincorporated organization or any Governmental Authority.
- 2.139 "Rate Center Area" means the following in each applicable area:
- 2.139.1 AT&T MIDWEST REGION 5-STATE: "Rate Center" means the specific geographic point that has been designated by a given LEC as being associated with a particular NPA-NXX code that has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center.
- 2.139.2 AT&T NEVADA: "Rate Center" means the designated points, representing Exchanges, (or locations outside Exchange Areas), between which mileage measurements are made for the application of interexchange mileage rates. Rate Centers are defined in NV-PUC tariff A6.2.7.
- 2.139.3 AT&T CALIFORNIA: "Rate Center" means the designated points, representing Exchanges or district area (or locations outside Exchange Areas), between which mileage measurements are made for the application of interexchange and interdistrict mileage rates, as defined by the CA-PUC.A2, 2.1.1 Definition of Terms.
- 2.139.4 INTENTIONALLY LEFT BLANK.
- 2.139.5 AT&T SOUTHWEST REGION 5-STATE: "Rate Center" means a uniquely defined geographical location within an Exchange Area (or a location outside the Exchange Area) for which mileage measurements are determined for the application of interstate tariffs.
- 2.139.6 AT&T SOUTHEAST REGION 9-STATE: "Rate Center" means a specific geographic location identified by vertical and horizontal coordinates and is associated with a telephone company's central office switch. These coordinates are used to calculate mileage for interLATA and intraLATA toll billing and intercompany settlement purposes.
- 2.140 "Rating Point" means the V&H coordinates associated with a particular telephone number for rating purposes.
- 2.141 "Remittance Information" means the information that must specify the Billing Account Numbers (BANs) paid; invoices paid and the amount to be applied to each BAN and invoice.
- 2.142 "Resale" or "Resale Services" is As specified in Section 251 (c)(4) of the Act.
- 2.143 "Routing Point" means the location which a LEC has designated on its own network as the homing or routing point for traffic inbound to Exchange Service provided by the LEC which bears a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access services. The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but must be in the same LATA as the NPA-NXX.
- 2.144 "Service Start Date" means the date on which services were first supplied under this Agreement.
- 2.145 "Service Switching Point (SSP)" means the telephone Central Office Switch equipped with a Signaling System 7 (SS7) interface.
- 2.146 "Serving Wire Center (SWC)" means the Wire Center that serves the area in which the other Party's or a Third Party's Wire Center, aggregation point, point of termination, or point of presence is located.
- 2.147 "Signaling System 7 (SS7)" means a signaling protocol used by the CCS Network.
- 2.148 "Surety Bond" means a bond from a Bond company with a credit rating by AMBEST better than a "B". The bonding company shall be certified to issue bonds in a state in which this Agreement is approved.

- 2.149 "Switched Access Detail Usage Data" means a category 1101xx record as defined in the EMI Telcordia Practice BR 010-200-010.
- 2.150 "Switched Exchange Access Service" means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of telephone toll service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.
- 2.151 "Synchronous Optical Network (SONET)" means the optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps ("OC 1/STS 1") and higher rates are direct multiples of the base rate, up to 39.813 Gbps ("OC-768").
- 2.152 "Tax" or "Taxes" means any and all federal, state, or local sales, use, excise, gross receipts, transfer, transaction or similar taxes or tax-like fees of whatever nature and however designated, including any charges or other payments, contractual or otherwise, for the use of streets or rights-of-way, whether designated as franchise fees or otherwise, and further including any legally permissible surcharge of or with respect to any of the foregoing, which are imposed or sought to be imposed on or with respect to, or measured by the charges or payments for, any products or services purchased under this Agreement.
- 2.153 "Telecommunications" is as defined in the Act.
- 2.154 "Telecommunications Carrier" is as defined in the Act.
- 2.155 "Telecommunications Service" is as defined in the Act.
- 2.156 "Telephone Exchange Service" is as defined in the Act.
- 2.157 "Telephone Toll Service" is as defined in the Act.
- 2.158 "Third Party" is any Person other than a Party.
- 2.159 "Toll Billing Exception Service (TBE)" means a service that allows End Users to restrict third number billing or collect calls to their lines.
- 2.160 "Trunk" means a communication line between two switching systems.
- 2.161 "Trunk-Side" means the Central Office Switch connection that is capable of, and has been programmed to treat the circuit as connecting to another switching entity (for example another Central Office Switch). Trunk-Side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.
- 2.162 "Unbundled Network Element (UNE)" is a network element that AT&T-21STATE is required to provide pursuant to Section 251 (c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders.
- 2.163 "Universal Digital Loop Carrier (UDLC)" means the DLC system that has a CO terminal channel bank that is connected to the CO switches on the analog side.
- 2.164 "Unpaid Charges" means any *undisputed* charges billed to the Non-Paying Party that the Non-Paying Party did not render full payment to the Billing Party by the Bill Due Date, including where funds were not accessible.
- 2.165 "Wire Center" means the location of one (1) or more local switching systems. It is also a point at which End User's loops within a defined geographic area converge. Such local loops may be served by one (1) or more Central Office Switches within such premises.

3.0 Interpretation, Construction and Severability

3.1 Definitions:

- 3.1.1 For purposes of this Agreement, certain terms have been defined in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and

neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation" and/or "but not limited to". The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act, or in the absence of their inclusion in the Act, their customary usage in the Telecommunications industry as of the Effective Date.

3.2 Headings Not Controlling:

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

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

3.3 Referenced Documents:

3.3.1 Any reference throughout this Agreement to an industry guideline, AT&T-21STATE's technical guideline or referenced AT&T-21STATE business rule, guide or other such document containing processes or specifications applicable to the services provided pursuant to this Agreement, shall be construed to refer to only those provisions thereof that are applicable to these services, and shall include any successor or replacement versions thereof, all as they are amended from time to time and all of which are incorporated herein by reference, and may be found at AT&T's CLEC Online website. This provision shall not be construed as a waiver of either party's rights to dispute the reasonableness, lawfulness and/or enforceability of any provision of any incorporated document before the Commission following a good-faith effort to resolve any dispute informally between the parties.

3.4 References:

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

3.5 Tariff References:

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

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

3.5.3 AT&T-21STATE only:

3.5.3.1 No reference to tariffs in this Agreement shall be interpreted or construed as permitting CLEC to purchase Interconnection Services, under such tariff. Except where expressly permitted elsewhere in this Agreement, notwithstanding the availability of Interconnection Services under tariffs in some AT&T-21STATE incumbent ILEC states, CLEC agrees that any purchase of Interconnection Services addressed by this Agreement or required to be offered by AT&T-21STATE under Section 251 of the Act, shall be purchased solely pursuant to the terms, condition and rates set forth in this Agreement. To the extent that complete terms, conditions

and/or rates for any Interconnection Service are not contained in this Agreement at the time CLEC seeks to order such services, the Parties shall amend this Agreement to include such terms, conditions and rates prior to CLEC submitting such order, or CLEC may elect to purchase from an effective tariff. The rates for Interconnection Services inadvertently or improperly ordered prior to an agreement of the Parties on terms, conditions and/or rates is addressed in the Pricing Schedule.

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3.5.4.1 INTENTIONALLY LEFT BLANK.

3.6 Conflict in Provisions:

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

3.6.2 INTENTIONALLY LEFT BLANK.

3.7 Joint Work Product:

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

3.7.2 If any provision of this Agreement is rejected or held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to affect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

3.8 Incorporation by Reference:

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

3.9 Non-Voluntary Provisions:

3.9.1 This Agreement incorporates certain rates, terms and conditions that were not voluntarily negotiated and/or agreed to by AT&T-21STATE, but instead resulted from determinations made in arbitrations under Section 252 of the Act or from other requirements of regulatory agencies or state law (individually and collectively "Non-Voluntary Arrangement(s)"). If any Non-Voluntary Arrangement is modified as a result of any order or finding by the FCC, the appropriate Commission or a court of competent jurisdiction, the Parties agree to follow the Intervening Law process outlined in Section 23.0 below.

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

3.10 State-Specific Rates, Terms and Conditions:

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

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

3.11 Scope of Obligations:

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

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

3.11.1.2 assets that AT&T-21STATE owns or leases and which are used in connection with AT&T-21STATE's provision to CLEC of any Interconnection Services provided or contemplated under this Agreement, the Act or any tariff or ancillary agreement referenced herein (individually and collectively, the "ILEC Assets").

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

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

3.12 Affiliates:

3.12.1 This Agreement, including subsequent amendments, if any, shall bind AT&T-21STATE and CLEC. This Agreement shall remain effective for the term of this Agreement as stated herein, (subject to any early termination due to default), until either AT&T-21STATE or CLEC institutes renegotiation consistent with the provisions of this Agreement for renewal and term.

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

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

5.0 Responsibilities of the Parties

- 5.1 Each Party is individually responsible to provide facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with AT&T-21STATE's network as referenced in Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. ***Each party shall bear all costs of local interconnection facilities on its side of the Point of Interconnection ("POI"), and neither party shall charge the other party non-recurring or monthly recurring charges associated with local interconnection services or components located at the POI or on the billing party's side of the POI.*** The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.
- 5.2 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnections required to assure traffic completion to and from all End Users in their respective designated service areas.
- 5.3 Each Party is solely responsible for all products and services it provides to its End Users and to other Telecommunications Carriers.
- 5.4 Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

6.0 Insurance

- 6.1 At all times during the term of this Agreement, and without limiting any of its other obligations or liabilities, CLEC shall keep and maintain, in force at its own expense, the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:
- 6.1.1 With respect to CLEC's performance under this Agreement, and in addition to CLEC's obligation to indemnify, CLEC shall at its sole cost and expense:
- 6.1.1.1 maintain the insurance coverage and limits required by this Section 6.0 and any additional insurance and/or bonds required by law:
- 6.1.1.1.1 at all times during the term of this Agreement and until completion of all work associated with this Agreement is completed, whichever is later; and
- 6.1.1.1.2 with respect to any coverage maintained in a "claims-made" policy, for two (2) years following the term of this Agreement or completion of all Work associated with this Agreement, whichever is later and if a "claims-made" policy is maintained, the retroactive date must precede the commencement of Work under this Agreement; and
- 6.1.1.2 require each subcontractor who may perform work under this Agreement or enter upon the work site to maintain coverage, requirements, and limits at least as broad as those listed in this Section 6.0 from the time when the subcontractor begins work, throughout the term of the subcontractor's work and, with respect to any coverage or extended discovery period maintained on a "claims-made" policy, for two (2) years thereafter; and
- 6.1.1.3 procure the required insurance from an insurance company eligible to do business in the state or states where work will be performed and having and maintaining a Financial Strength Rating of "A-" or better and a Financial Size Category of "VII" or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies, except that, in the case of Workers' Compensation insurance, CLEC may procure insurance from the state fund of the state where work is to be performed; and
- 6.1.1.4 deliver to AT&T-21STATE certificates of insurance stating the types of insurance and policy limits. CLEC shall provide or will endeavor to have the issuing insurance company provide at

least thirty (30) days advance written notice of cancellation, non-renewal, or reduction in coverage, terms, or limits to AT&T-21STATE. CLEC shall deliver such certificates:

- 6.1.1.4.1 prior to the submission of a CLEC profile form to AT&T-21STATE.
- 6.1.1.4.2 prior to expiration of any insurance policy required in this Section 6.0; and
- 6.1.1.4.3 for any coverage maintained on a "claims-made" policy, for two (2) years following the term of this Agreement or completion of all Work associated with this Agreement, whichever is later.

6.1.2 The Parties agree:

- 6.1.2.1 the failure of AT&T-21STATE to demand such certificate of insurance or failure of AT&T-21STATE to identify a deficiency will not be construed as a waiver of CLEC's obligation to maintain the insurance required under this Agreement;
- 6.1.2.2 that the insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect CLEC, nor be deemed as a limitation on CLEC's liability to AT&T-21STATE in this Agreement;
- 6.1.2.3 CLEC may meet the required insurance coverages and limits with any combination of primary and Umbrella/Excess liability insurance; and
- 6.1.2.4 CLEC is responsible for any deductible or self-insured retention; unless agreed to in writing by AT&T-21STATE, the deductible or self insured retention can be no greater than \$100,000 per occurrence; and
- 6.1.2.5 that limits required are minimums only and do not impose a limitation or restriction on available insurance coverage to Additional Insured(s); and
- 6.1.2.6 to the extent that CLEC is performing Work at a Work site where AT&T-21STATE is obligated to require its subcontractors to maintain certain coverages and limits, CLEC agrees to be bound to those terms. However, the terms and conditions will be no broader than the requirements shown herein.

6.2 The insurance coverage required by this Section 6.0 includes:

- 6.2.1 Workers' Compensation insurance with benefits afforded under the laws of any state in which the work is to be performed and Employers Liability insurance with limits of at least:
 - 6.2.1.1 \$100,000 for Bodily Injury – each accident; and
 - 6.2.1.2 \$500,000 for Bodily Injury by disease – policy limits; and
 - 6.2.1.3 \$100,000 for Bodily Injury by disease – each employee.
 - 6.2.1.4 To the fullest extent allowable by Law, the policy must include a waiver of subrogation in favor of AT&T-21STATE, its Affiliates, and their directors, officers and employees; and
 - 6.2.1.5 INTENTIONALLY LEFT BLANK
 - 6.2.1.6 To the extent that any Work is subject to the Jones Act, the Longshore and Harbor Workers' Compensation Act, Federal Employers Liability Act, Continental Shelf, or the Defense Base Act, the Workers' Compensation policy must be endorsed to cover such liability under such Act.
- 6.2.2 Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of at least:

Non-Collocating

- 6.2.2.1 \$2,000,000 General Aggregate; and

- 6.2.2.2 \$1,000,000 Each Occurrence; and
- 6.2.2.3 \$1,000,000 Personal Injury and Advertising Injury; and
- 6.2.2.4 \$2,000,000 Products/Completed Operations Aggregate; and
- 6.2.2.5 INTENTIONALLY LEFT BLANK

Collocating

- 6.2.2.6 ~~\$2,000,000~~ \$10,000,000 General Aggregate; and
- 6.2.2.7 ~~\$2,000,000~~ \$5,000,000 Each Occurrence; and
- 6.2.2.8 ~~\$2,000,000~~ \$5,000,000 Personal Injury and Advertising Injury; and
- 6.2.2.9 ~~\$2,000,000~~ \$10,000,000 Products/Completed Operations Aggregate; and
- 6.2.2.10 ~~\$500,000~~ \$2,000,000 Damage to Premises Rented to You (Fire Legal Liability).
- 6.2.2.11 The Commercial General Liability insurance policy must:
 - 6.2.2.11.1 include AT&T-21STATE, its Affiliates, and their directors, officers, and employees as Additional Insureds on ISO endorsement(s):
 - 6.2.2.11.1.1 CG 20 10 (premises or operations) *AND* CG 20 37 (products or completed operations); or
 - 6.2.2.11.1.2 CG 20 26; or
 - 6.2.2.11.1.3 substitute form(s) providing equivalent coverage to 6.2.4.1.1 or 6.2.4.1.2 listed above.
 - 6.2.2.12 CLEC shall also provide a copy of the Additional Insured endorsement to AT&T-21STATE. The Additional Insured endorsement may either be specific to AT&T-21STATE or may be "blanket" or "automatic" addressing any person or entity as required by contract. A copy of the Additional Insured endorsement must be provided within sixty (60) calendar days after delivery of insurance certificates pursuant to section 6.1.1.4.1 and within sixty (60) calendar days of each Commercial General Liability policy renewal; include a waiver of subrogation in favor of AT&T-21STATE, its Affiliates, and their directors, officers and employees; and
 - 6.2.2.13 be primary and non-contributory with respect to any insurance or self-insurance that is maintained by AT&T-21STATE; and
 - 6.2.2.14 not exclude explosion, Collapse, and Underground Damage Liability must not be excluded from the Commercial General Liability policy for any Work involving explosives or any underground Work and Explosion, Collapse, and Underground Damage Liability will have the same limit requirement as the Commercial General Liability policy (*if CLEC will engage in such work*); and
 - 6.2.2.15 include a waiver of subrogation in favor of AT&T-21STATE, its affiliates, and their directors officers, and employees.
- 6.2.3 Automobile Liability insurance with minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage, extending to all owned, hired, and non-owned vehicles.
- 6.2.4 Automobile Liability insurance with minimum limits of \$2,000,000 combined single limit per accident for bodily injury and property damage, extending to all owned, hired, and non-owned vehicles for a Collocated CLEC.
- 6.3 Umbrella/Excess insurance with limits of at least \$1,000,000 each occurrence with terms and conditions at least as broad as the underlying **Commercial General Liability, Business Auto Liability, and Employers' Liability** policies. **Umbrella/Excess Liability** limits will be primary and non-contributory with respect to any insurance or self insurance that is maintained by AT&T-21STATE. If Additional Insured status is required on underlying policies, Additional Insured status will be added to **Umbrella/Excess Liability** on the same terms.

- 6.4 If CLEC chooses the self insurance requirements as shown in 6.0, the following applies:
- 6.4.1 Workers' Compensation:
- 6.3.1.1 provide a copy of the Certificate of Authority to Self Insure Workers' Compensation obligations issued by the state in which the operations are to be performed or the employer's state of hire; and,
- 6.3.1.2 provide a copy of the Certificate of Authority annually for the term of this Agreement; and,
- obtain Workers' Compensation and Employers' Liability insurance immediately if the state rescinds the Certificate of Authority.
- 6.3.1.3 The option to self insure Workers' Compensation is specific to CLEC and does not extend to subcontractors CLEC may hire.
- 6.4.2 Commercial General Liability:
- 6.4.2.1 provide a copy of the most recent audited financial statements with an unqualified opinion from the auditor; or,
- 6.4.2.2 provide a current Dun & Bradstreet report with a composite credit appraisal score of "1" or "2"; or,
- 6.4.2.3 maintain a long-term unsecured issuer rating of BBB- from Standard & Poors or Baa from Moody's during the term of this Agreement; and,
- 6.4.2.4 maintain a net worth of a least then (10) times the amount of insurance required; and,
- 6.4.2.5 obtain Commercial General Liability insurance immediately if the party is unable to comply with the financial strength and size requirements in the section; and,
- 6.4.2.6 provide this information annually for the term of the Agreement.
- 6.4.2.7 If CLEC is a publicly-traded company or a wholly-owned subsidiary of a publicly-traded company, the financial ratings of the publicly-traded company may be used to satisfy the requirements of this section.
- 6.4.3 Automobile Liability:
- 6.4.3.1 provide a copy of the Certificate of Authority to Self Insure Automobile Liability obligations issued by the state in which the operations are to be performed; and,
- 6.4.3.2 provide a copy of the Certificate of Authority annually for the term of this Agreement; and,
- 6.4.3.3 obtain Automobile Liability insurance immediately if the state rescinds the Certificate of Authority to self insure Automobile Liability obligations.
- 6.4.3.4 The option to self insure Automobile Liability is specific to CLEC and does not extend to subcontractors CLEC may hire.
- 6.5 This Section 6.0 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.

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

7.1 Assignment or Transfer of Agreement:

- 7.1.1 CLEC may not assign, delegate, or otherwise transfer its rights or obligations under this Agreement, voluntarily or involuntarily, directly or indirectly, whether by merger, consolidation, dissolution, operation of law, Change in Control or any other manner, without the prior written consent of AT&T-21STATE, which shall not be unreasonably withheld. For any proposed assignment or transfer CLEC shall provide AT&T-21STATE with a minimum of sixty (60) calendar days' advance written Notice of any assignment associated with a CLEC Company Code (ACNA/CIC/OCN) change or transfer of ownership of assets and request AT&T-21STATE's written consent. CLEC's written Notice shall include the anticipated effective date of the assignment or transfer. **Any attempted assignment or transfer that is not permitted is void as to AT&T-21STATE and need not be recognized by AT&T-21STATE unless it consents or otherwise chooses to do so for a more limited purpose.** CLEC may assign or transfer this Agreement and all rights

and obligations hereunder, whether by operation of law or otherwise, to an Affiliate by providing sixty (60) calendar days advance written Notice of such assignment to AT&T-21STATE; provided that such assignment or transfer is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain and maintain proper Commission certification and approvals) or the terms and conditions of this Agreement. **Notwithstanding the foregoing, CLEC may not assign or transfer this Agreement, or any rights or obligations hereunder, to an Affiliate if that Affiliate is a Party to a separate interconnection agreement with AT&T-21STATE under Sections 251 and 252 of the Act that covers the same state(s) as this Agreement. Any attempted assignment or transfer that is not permitted is void *ab initio*.**

7.2 CLEC Name Change:

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

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

7.3 Company Code(s) Change:

7.3.1 Unless within ninety (90) days of acquisition, CLEC provides AT&T-21STATE with appropriate paperwork reflecting that Third Party-administered codes have been updated to reflect CLEC's name on each Company Code associated with acquired assets including but not limited to any Interconnection, Resale Service, 251(c)(3) UNEs, function, facility, product or service, CLEC must submit an order for each acquired asset to reflect the change of ownership in all appropriate AT&T-21STATE systems. All orders must be submitted no later than nine (9) months after the closing date of the acquisition.

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

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

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

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

7.5 CLEC acknowledges that CLEC may be required to tender additional assurance of payment to AT&T-21STATE as a result of any assignment, acquisition or transfer of assets if requested under the terms of this Agreement. Such assurance shall not exceed two months of revenue for the services provided.

8.0 **Effective Date, Term and Termination**

8.1 Effective Date:

8.1.1 The Effective Date of this Agreement shall be no later than ten (10) days after either (i) approval of this Agreement by the Commission or, absent such Commission approval, (ii) this Agreement is deemed approved under Section 252(e)(4) of the 1996 Act.

8.2 Term:

8.2.1 Unless terminated for breach (including nonpayment), the term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on **[Two years +90 days from the date sent to CLEC for execution] five years from the Effective Date** (the "Initial Term").

8.3 Termination for Nonperformance or Breach:

- 8.3.1 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection Services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written Notice thereof. If the nonperforming Party fails to cure such nonperformance or breach within the forty-five (45) calendar day period provided for within the original Notice, then the terminating Party will provide a subsequent written Notice of the termination of this Agreement and such termination shall take effect immediately upon delivery of written Notice to the other Party. ***Neither party shall terminate this Agreement or service under this provision if the alleged breach is disputed and the Dispute Resolution process has been invoked but not concluded, including all appeals.***
- 8.3.2 If, at any time during the term of this Agreement, AT&T-21STATE is unable to contact CLEC pursuant to the Notices provision hereof, and there are no active services being provisioned under this Agreement, then AT&T-21STATE may, at its discretion, terminate this Agreement, without any liability whatsoever, upon sending of notification to CLEC pursuant to the Notices Section hereof. Such termination shall not occur if AT&T receives a response from CLEC within thirty (30) days of AT&T-21STATE's notification. AT&T-21STATE shall not be entitled to terminate if its inability to contact CLEC is the result of any AT&T-21STATE failure to update contact information in its own systems which was provided to it by CLEC.
- 8.4 Termination of Agreement after initial term expiration:
- 8.4.1 Where CLEC has no End Users or is no longer purchasing any services under this Agreement, CLEC may terminate the Agreement by providing "Notice of Termination" to AT&T-21STATE at any time after the initial term of this Agreement. After termination the Parties' liability for termination of this Agreement shall be limited to obligations under the Survival 41.1 below of this GTC.
- 8.4.2 Where CLEC has End Users and/or is purchasing Interconnection Services under this Agreement and either Party seeks to terminate this Agreement, CLEC shall cooperate in good faith to effect an orderly transition of service under this Agreement. CLEC shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users are transitioned to a new LEC prior to the expiration or termination date of this Agreement.
- 8.4.3 If at any time within one hundred and eighty (180) days or any time thereafter of the expiration of the Term, if either Party serves "Notice of Expiration", CLEC shall have ninety (90) calendar days to provide AT&T-21STATE written confirmation to the Notice of Expiration indicating if CLEC wishes to pursue a successor agreement with AT&T-21STATE or terminate its Agreement. CLEC shall identify the action to be taken in each of the applicable state(s). If CLEC wishes to pursue a successor agreement with AT&T-21STATE, CLEC shall attach to its written confirmation or Notice of Expiration, a written request to commence negotiations with AT&T-21STATE under Sections 251/252 of the Act and identify each of the state(s) to which the successor agreement will apply. Upon receipt of CLEC's Section 252(a)(1) request, the Parties shall commence good faith negotiations for a successor agreement.
- 8.4.4 If the Parties are in "Active Negotiations" (negotiations within the statutory clock established in the Act under Section 252(b)) or have filed for arbitration with the Commission upon expiration date of the Agreement AT&T-21STATE shall continue to offer services to CLEC pursuant to the rates, terms and conditions set forth in this Agreement until a successor agreement becomes effective between the Parties. AT&T-21STATE's obligation to provide services under this Agreement beyond the expiration date conditions upon the Parties adherence to the timeframes established within Section 252(b) of the Act. If CLEC does not adhere to said timeframes or CLEC withdraws its arbitration or seeks an extension of time or continuance of such arbitration without AT&T-21STATE's consent, AT&T-21STATE may provide Notice to CLEC that all services provided thereafter shall be pursuant to the rates, terms and conditions set forth in AT&T-21STATE's then current standard interconnection agreement ("Generic") as found on AT&T's CLEC Online website.
- 8.4.5 Either on or following the expiration date of this Agreement, if the Parties have not entered into a new agreement or are not in Active Negotiations as described in Section 8.4.4 above, then upon written Notice to

CLEC by AT&T-21STATE, AT&T-21STATE may continue to offer services to CLEC pursuant to the rates, terms and conditions set forth in AT&T-21STATE's then current Generic found at the AT&T CLEC Online website. At any time thereafter, the Parties may initiate negotiations for a new agreement by providing a written Notice under Section 252 to the other Party subject to Section 8.4.6.

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

9.0 **End User Fraud**

- 9.1 AT&T-21STATE shall not be liable to CLEC for any fraud associated with CLEC's End User account, including 1+ IntraLATA toll, ported numbers, and ABT.
- 9.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud involving 1+ IntraLATA toll calls, ABT, and ported numbers. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.
- 9.3 In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced in Section 9.1 above will include providing to the other Party, upon request, information concerning End Users who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the End User's permission prior to obtaining such information.
- 9.4 AT&T-21STATE will use a Fraud Monitoring System to determine suspected occurrences of ABT-related fraud and will provide notification messages to CLEC on suspected occurrences of ABT-related fraud on CLEC accounts stored in the applicable LIDB.
- 9.5 CLEC understands that Fraud Monitoring System alerts only identify potential occurrences of fraud. CLEC understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. CLEC understands and agrees that it will also need to determine what, if any, action CLEC should take as a result of a Fraud Monitoring System alert.
- 9.6 The Parties will provide contact names and numbers to each other for the exchange of Fraud Monitoring System alert notification.

10.0 **Assurance of Payment**

- 10.1 Upon request by AT&T-21STATE, CLEC will provide AT&T-21STATE with the AT&T-21STATE Credit Profile form and provide information to AT&T-21STATE regarding CLEC's credit and financial condition.
- 10.2 Assurance of payment may be requested by AT&T-21STATE:
- 10.2.1 If based on AT&T-21STATE's analysis of the AT&T-21STATE Credit Profile and other relevant information regarding CLEC's credit and financial condition, there is an impairment of the credit, financial health, or credit worthiness of CLEC. Such impairment will be determined from information available from Third Party financial sources; or
- 10.2.2 CLEC fails to timely pay a bill rendered to CLEC by AT&T-21STATE (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which CLEC has complied with all requirements set forth in Section 12.4 below); and/or
- 10.2.3 CLEC's gross monthly billing has increased, AT&T-21STATE reserves the right to request additional security (or to require a security deposit if none was previously requested) and/or file a Uniform Commercial Code (UCC-1) security interest in CLEC's "accounts receivables and proceeds"; or
- 10.2.4 When CLEC admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.

- 10.3 If AT&T-21STATE requires CLEC to provide a security deposit, CLEC shall provide such security deposit prior to the inauguration of service or within fifteen (15) calendar days of receipt of AT&T-21STATE's written request, as applicable. Deposit request notices will be sent to CLEC via certified mail or overnight delivery. Such notice period will start the day after the deposit request notice is rendered by certified mail or overnight delivery. Interest on a cash security deposit shall accrue and be applied or refunded in accordance with the terms in AT&T-21STATE's applicable Tariff.
- 10.4 Unless otherwise agreed by the Parties, the assurance of payment will, at CLEC's option, consist of:
- 10.4.1 a Cash Deposit; or
 - 10.4.2 a Letter of Credit; or
 - 10.4.3 a Surety Bond.
- 10.5 The Cash Deposit, Letter of Credit or Surety Bond must be in an amount up to two (2) months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), as reasonably determined by AT&T-21STATE, for the Interconnection Services, 251(c)(3) UNEs, Collocation or any other functions, facilities, products or services to be furnished by AT&T-21STATE under this Agreement. Estimated billings are calculated based upon the monthly average of the previous six (6) months current billings, if CLEC has received service from AT&T-21STATE during such period at a level comparable to that anticipated to occur over the next six (6) months. If either CLEC or AT&T-21STATE has reason to believe that the level of service to be received during the next six (6) months will be materially higher or lower than received in the previous six (6) months, CLEC and AT&T-21STATE shall agree on a level of estimated billings based on all relevant information.
- 10.6 To the extent that AT&T-21STATE receives a Cash Deposit, the Parties intend that the provision of such Cash Deposit shall constitute the grant of a security interest in the Cash Deposit pursuant to Article 9 of the Uniform Commercial Code in effect in any relevant jurisdiction.
- 10.7 Interest on a Cash Deposit shall accrue and be applied or refunded in accordance with the terms in the appropriate AT&T-21STATE Tariff. AT&T-21STATE will not pay interest on a Letter of Credit or a Surety Bond.
- 10.8 AT&T-21STATE may, but is not obligated to, draw on the Letter of Credit or the Cash Deposit, as applicable, upon the occurrence of any one of the following events:
- 10.8.1 CLEC owes AT&T-21STATE undisputed charges under this Agreement that are more than thirty (30) calendar days past due; or
 - 10.8.2 CLEC admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.
 - 10.8.3 INTENTIONALLY LEFT BLANK.
- 10.9 If AT&T-21STATE draws on the Letter of Credit or Cash Deposit in accordance with the terms of this agreement, upon request by AT&T-21STATE, CLEC will provide a replacement or supplemental Letter of Credit, Surety Bond or Cash Deposit conforming to the requirements of Section 10.4 above.
- 10.10 Notwithstanding anything else set forth in this Agreement, if AT&T-21STATE makes a request for assurance of payment in accordance with the terms of this Section 10.10 then AT&T-21STATE shall have no obligation thereafter to perform under this Agreement until such time as CLEC has furnished AT&T-21STATE with the assurance of payment requested; provided, however, that AT&T-21STATE will permit CLEC a minimum of fifteen (15) calendar days to respond to a request for assurance of payment before invoking this Section 10.10.
- 10.11 In the event CLEC fails to provide AT&T-21STATE with a suitable form of security deposit or additional security deposit as required herein, defaults on its account(s), or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time required, service to CLEC may be suspended, discontinued or terminated in accordance with the terms of Section 10.0 above. Upon termination of services, AT&T-21STATE

shall apply any security deposit to CLEC's final bill for its account(s). If CLEC fails to furnish the requested adequate assurance of payment on or before the date set forth in the request, AT&T-21STATE may also invoke the provisions set forth in Section 12.0 below.

- 10.12 A Cash Deposit held by AT&T-21STATE shall be returned to CLEC if the following conditions have been met:
- 10.12.1 Payment was made on bills rendered to CLEC by AT&T-21STATE (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which CLEC has complied with all requirements set forth in Section 12.4 below) as of the Bill Due Date for all but one time during the prior twelve (12) month period and all payments were made with checks that were honored; and
- 10.12.2 There has been no impairment of the established credit and/or financial health from information available from financial sources, including but not limited to Moody's, Standard and Poor's, and the Wall Street Journal. Financial information about CLEC that may be considered includes, but is not limited to, investor warning briefs, rating downgrades, and articles discussing pending credit problems.
- 10.13 The fact that a Cash Deposit or Letter of Credit is requested by AT&T-21STATE shall in no way relieve CLEC from timely compliance with all payment obligations under this Agreement (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), nor does it constitute a waiver or modification of the terms of this Agreement pertaining to disconnection or re-entry for non-payment of any amounts required to be paid hereunder.
- 10.14 At least seven (7) calendar days prior to the expiration of any Letter of Credit provided by CLEC as security under this Agreement, CLEC shall renew such Letter of Credit or provide AT&T-21STATE with evidence that CLEC has obtained a suitable replacement for the Letter of Credit. If CLEC fails to comply with the foregoing, AT&T-21STATE shall thereafter be authorized to draw down the full amount of such Letter of Credit and utilize the cash proceeds as security for CLEC account(s). If CLEC provides a security deposit or additional security deposit in the form of a Surety Bond as required herein, CLEC shall renew the Surety Bond or provide AT&T-21STATE with evidence that CLEC has obtained a suitable replacement for the Surety Bond at least seven (7) calendar days prior to the cancellation date of the Surety Bond. If CLEC fails to comply with the foregoing, AT&T-21STATE shall thereafter be authorized to take action on the Surety Bond and utilize the cash proceeds as security for CLEC's account(s). If the credit rating of any bonding company that has provided CLEC with a Surety Bond provided as security hereunder has fallen below "B", AT&T-21STATE will provide written Notice to CLEC that CLEC must provide a replacement bond or other suitable security within fifteen (15) calendar days of AT&T-21STATE's written Notice. If CLEC fails to comply with the foregoing, AT&T-21STATE shall thereafter be authorized to take action on the Surety Bond and utilize the cash proceeds as security for CLEC's account(s). Notwithstanding anything contained in this Agreement to the contrary, AT&T-21STATE shall be authorized to draw down the full amount of any Letter of Credit or take action on any Surety Bond provided by CLEC as security hereunder if CLEC defaults on its account(s) or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time, as required herein.

11.0 Billing and Payment of Charges

- 11.1 Unless otherwise stated, each Party will render monthly bill(s), remittance in full by the Bill Due Date, to the other for Interconnection Services provided hereunder at the applicable rates set forth in the Pricing Schedule.
- 11.2 There will be no offset by the billed Party of payments due herein against any other amount owed by one Party to the other.
- 11.3 A Late Payment Charge will be assessed for all Past Due payments as provided below, as applicable.
- 11.3.1 If any **undisputed** portion of the payment is not received by AT&T-21STATE on or before the payment due date as set forth above, or if any portion of the payment is received by AT&T-21STATE in funds that are not immediately available to AT&T-21STATE, then a late payment and/or interest charge shall be due to AT&T-21STATE. The late payment and/or interest charge shall apply to the portion of the payment **not** **neither** received **nor** **disputed** and shall be assessed as set forth in the applicable state tariff, or, if no applicable state tariff exists, as set forth in the Guide Book as published on the AT&T CLEC Online website, or pursuant to the applicable state law as determined by AT&T-21STATE. In addition to any applicable late

payment and/or interest charges, CLEC may be charged a fee for all returned checks at the rate set forth in the applicable state tariff, or, if no applicable tariff exists, as set forth in the Guide Book or pursuant to the applicable state law.

- 11.4 If any charge incurred by AT&T-21STATE under this Agreement is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid. The interest rate applied will be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable AT&T-21STATE intrastate access services tariff for that state and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.
- 11.5 The Remittance Information to apply payments must accompany the payment. Payment is considered to have been made when the payment and Remittance Information are received by AT&T-21STATE. If the Remittance Information is not received with payment, AT&T-21STATE will be unable to apply amounts paid to CLEC's accounts. In such event, AT&T-21STATE shall hold such funds until the Remittance Information is received. If AT&T-21STATE does not receive the Remittance Information by the Bill due date for any account(s), Late Payment Charges shall apply.
- 11.6 CLEC may make payments to AT&T-21STATE via electronic funds transfers (EFTs) through the Automated Clearing House Association (ACH) to the financial institution designated by AT&T-21STATE. Remittance Information will be communicated together with the funds transfer via the ACH network. If using EFT, CLEC must use the CCD+ or the CTX Standard Entry Class code. CLEC and AT&T-21STATE will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. CLEC may also, at its option, make payments via company check sent via US Mail or courier service. For company check payments, Remittance Information must be enclosed with all payments. Each payment must be received by AT&T-21STATE no later than the Bill Due Date of each bill or Late Payment Charges will apply. AT&T-21STATE is not liable for any delays in receipt of funds or errors in entries caused by CLEC or Third Parties, including CLEC's financial institution. CLEC is responsible for its own banking fees.
- 11.7 Prior to establishing EFT, CLEC will complete a Customer Information Form for Electronic Payments (ECF11 Form) found on AT&T's CLEC Online website. This form provides AT&T-21STATE with CLEC's set up and contract information for electronic payments. AT&T-21STATE banking information will be provided by AT&T-21STATE Treasury & Remittance Operations on AT&T-21STATE approved forms after the CLEC's completed ECF11 form is received, testing has completed and certification confirmed.
- 11.8 **INTENTIONALLY LEFT BLANK. Processing of payments not made via electronic funds credit transfers through the ACH network may be delayed. CLEC is responsible for any Late Payment Charges resulting from CLEC's failure to use electronic funds credit transfers through the ACH network.**
- 11.9 If Unpaid Charges are subject to a billing dispute between the Parties, the Non-Paying Party must, prior to the Bill Due Date, give written notice to the Billing Party of the Disputed Amounts and include in such written notice the specific details and reasons for disputing each item listed in Section 13.4 below. **The Disputing Party should utilize the preferred form or method provided by the Billing Party to communicate disputes to the Billing Party.** On or before the Bill Due Date, the Non-Paying Party must pay: (i) all undisputed amounts to the Billing Party. **and (ii) all Disputed Amounts, except for Disputed Amounts arising from compensation for the termination of Section 251(b)(5) Traffic or ISP-Bound Traffic, into an interest bearing escrow account with a Third Party escrow agent that is mutually agreed upon by the Parties.**
- 11.9.1 **INTENTIONALLY LEFT BLANK. Identification of circumstances in which the Non-Paying Party shall not be required to pay a Disputed Amount into an escrow account:**
- 11.9.1.1 **INTENTIONALLY LEFT BLANK. The Non-Paying Party shall not be required to pay a Disputed Amount into an escrow account if its total Disputed Amounts not paid into escrow do not exceed \$15,000.**
- 11.9.1.2 **INTENTIONALLY LEFT BLANK. The Non-Paying Party shall not be required to pay a Disputed Amount into an escrow account if it has established a minimum of 12 consecutive months of timely payment history and its total outstanding and unpaid invoice charges do not exceed 10 percent of the then-current monthly billing to said Non-Paying Party.**

- 11.9.1.3 **INTENTIONALLY LEFT BLANK.** If the Billed Party believes in good faith that a billed amount is incorrect by reason of a clerical, or arithmetic error (e.g., erroneous use of a \$0.50 rate when applicable rate for the service billed is \$0.05, or multiplication by 1220 units when actual number of units was 220), the Billed Party may dispute the bill by bringing the asserted error to the Billing Party's attention without paying the Disputed Amount into an escrow account. Upon the assertion of such a dispute
- 11.9.1.3.1 **INTENTIONALLY LEFT BLANK.** If the Billing Party agrees in all respects with the Billed Party's assertion of the error, the Billing Party will correct the error.
- 11.9.1.3.2 **INTENTIONALLY LEFT BLANK.** If the Billing Party agrees that a billing error has apparently occurred, but requires additional time for investigation or to ascertain the correct amount, the Billing Party will notify the Disputing Party in writing of the portion of its invoice, if any, that the Disputing Party is required to pay or escrow pending resolution of the dispute, with the amount of any required escrow to be reasonable under the circumstances. The Non-Paying Party shall pay into escrow as set forth in Section 11.10 below the amount reasonably specified by the Billing Party within five business days of its receipt of such specification, and if (but only if) the Non-Paying Party does so, the payment into escrow will be deemed to have been made, for purposes of perfection of the dispute, on the date on which the Billed Party initially disputed the bill under subsection 11.9.1.3.
- 11.9.1.3.3 **INTENTIONALLY LEFT BLANK.** If the Billing Party determines in good faith that no billing error has occurred, the Billing Party will so notify the Non-Paying Party, and may demand that the Non-Paying Party pay the Disputed Amount into escrow if it wishes to dispute the bill. Within five business days of its receipt of such a demand, the Disputing Party shall pay the Disputed Amount into an interest bearing escrow account as set forth in Section 11.10 below, and if (but only if) the Disputing Party does so, the payment into escrow will be deemed to have been made, for purposes of perfection of the Billing Dispute, as of the date on which the Billed Party initially disputed the bill under subsection 11.9.1.3.
- 11.10 **INTENTIONALLY LEFT BLANK.** Requirements to Establish Escrow Accounts:
- 11.10.1 **INTENTIONALLY LEFT BLANK.** To be acceptable, the Third Party escrow agent must meet all of the following criteria:
- 11.10.1.1 **INTENTIONALLY LEFT BLANK.** The financial institution proposed as the Third Party escrow agent must be located within the continental United States;
- 11.10.1.2 **INTENTIONALLY LEFT BLANK.** The financial institution proposed as the Third Party escrow agent may not be an Affiliate of either Party; and
- 11.10.1.3 **INTENTIONALLY LEFT BLANK.** The financial institution proposed as the Third Party escrow agent must be authorized to handle ACH credit transfers.
- 11.10.2 **INTENTIONALLY LEFT BLANK.** In addition to the foregoing requirements for the Third Party escrow agent, the Disputing Party and the financial institution proposed as the Third Party escrow agent must agree in writing furnished to the Billing Party that the escrow account will meet all of the following criteria:
- 11.10.2.1 **INTENTIONALLY LEFT BLANK.** The escrow account must be an interest bearing account;
- 11.10.2.2 **INTENTIONALLY LEFT BLANK.** all charges associated with opening and maintaining the escrow account will be borne by the Disputing Party;

- 11.10.2.3 ***INTENTIONALLY LEFT BLANK.*** that none of the funds deposited into the escrow account or the interest earned thereon may be used to pay the financial institution's charges for serving as the Third Party escrow agent;
- 11.10.2.4 ***INTENTIONALLY LEFT BLANK.*** all interest earned on deposits to the escrow account will be disbursed to the Parties in the same proportion as the principal; and
- 11.10.2.5 ***INTENTIONALLY LEFT BLANK.*** disbursements from the escrow account will be limited to those:
- 11.10.2.5.1 ***INTENTIONALLY LEFT BLANK.*** authorized in writing by both the Disputing Party and the Billing Party (that is, signature(s) from representative(s) of the Disputing Party only are not sufficient to properly authorize any disbursement); or
- 11.10.2.5.2 ***INTENTIONALLY LEFT BLANK.*** made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 13.7 below; or
- 11.10.2.5.3 ***INTENTIONALLY LEFT BLANK.*** made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 13.7 below.
- 11.11 ***INTENTIONALLY LEFT BLANK.*** Disputed Amounts in escrow will be subject to Late Payment Charges as set forth in Section 11.3 above.
- 11.12 ***INTENTIONALLY LEFT BLANK.*** Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provisions set forth in Section 13.0 below.
- 11.13 If the Non-Paying Party disputes any charges and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties will cooperate to ensure that all of the following actions are completed:
- 11.13.1 the Billing Party will credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after resolution of the dispute. ***The Billing Party shall identify each specific adjustment or credit with the dispute reference number provided by the Billed Party in its dispute of the charges being credited;***
- 11.13.2 ***INTENTIONALLY LEFT BLANK.*** within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Non-Paying Party will be released to the Non-Paying Party, together with any interest accrued thereon;
- 11.13.3 ***INTENTIONALLY LEFT BLANK.*** within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Billing Party will be released to the Billing Party, together with any interest accrued thereon; and
- 11.13.4 ***INTENTIONALLY LEFT BLANK.*** no later than the third Bill Due Date after the resolution of the dispute, the Non-Paying Party will pay the Billing Party the difference between the amount of accrued interest the Billing Party received from the escrow disbursement and the amount of Late Payment Charges the Billing Party is entitled to receive pursuant to Section 11.9 above.
- 11.14 If the Non-Paying Party disputes any charges and the entire dispute is resolved in favor of the Billing Party, the Parties will cooperate to ensure that all of the actions required by Section 11.13.1 above and Section 11.13.3 above are completed within the times specified therein.
- 11.15 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the time specified in Section 11.13 above shall be grounds for termination of the Interconnection Services provided under this Agreement.
- 11.16 CLEC will notify AT&T-21STATE at least ninety (90) calendar days or three (3) monthly billing cycles prior to any billing changes. At that time a sample of the new invoice will be provided so that AT&T-21STATE has time to

program for any changes that may impact validation and payment of the invoices. If notification is not received in the specified time frame, then invoices will be held and not subject to any Late Payment Charges, until the appropriate amount of time has passed to allow AT&T-21STATE the opportunity to test the new format and make changes deemed necessary.

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

12.0 **Nonpayment and Procedures for Disconnection**

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

- 12.2 For purposes of this Section 12.2, to “pay” a bill means to pay all undisputed charges to the Billing Party **and to pay all Disputed Amounts either to the Billing Party or into an escrow account in accordance with Sections 11.9 and 11.10.** If the Billed Party fails to pay any portion of a bill, including but not limited to any Late Payment Charges, by the Bill Due Date, the Billing Party may send a written Notice (“Discontinuance Notice”) informing such Non-Paying Party that in order to avoid disruption or disconnection of the Interconnection Services furnished under this Agreement, the Non-Paying Party must pay all ***undisputed*** unpaid amounts as provided above, within ***fifteen (15) thirty (30)*** calendar days. The Non-Paying Party must pay the bill in full as described herein within ***fifteen (15) thirty (30)*** calendar days of the Discontinuance Notice. If the Non-Paying Party does not pay as described herein within ***fifteen (15) thirty (30)*** calendar days of the Discontinuance Notice, the Billing Party may discontinue or disconnect Interconnection Services furnished under this Agreement.

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

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

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

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

12.4.3 ***INTENTIONALLY LEFT BLANK. pay all Disputed Amounts (other than Disputed Amounts arising from Inter-carrier Compensation) into an interest bearing escrow account that complies with the requirements set forth in Section 11.10 above; and***

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

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

- 12.6 If the Non-Paying Party fails to:

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

- 12.6.2 **INTENTIONALLY LEFT BLANK. deposit the disputed portion of any Unpaid Charges into an interest bearing escrow account that complies with all of the terms set forth in Section 11.10 above within the time specified in Section 12.2 above;**
- 12.6.3 timely furnish any assurance of payment requested in accordance with Section 10.4 above; or
- 12.6.4 make a payment in accordance with the terms of any mutually agreed payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for payment of any of the obligations set forth in 12.6.1 above through 12.6.4 within ten (10) Business Days. On the day that the Billing Party provides such written demand to the Non-Paying Party, the Billing Party may also exercise any or all of the following options:
- 12.6.4.1 suspend acceptance of any application, request or order from the Non-Paying Party for new or additional Interconnection under this Agreement;
- 12.6.4.2 and/or suspend completion of any pending application, request or order from the Non-Paying Party for new or additional Interconnection Service under this Agreement.
- 12.7 Where required, a copy of the demand provided to CLEC under Section 12.6 above will also be provided to the Commission at the same time.
- 12.8 Notwithstanding anything to the contrary in this Agreement, the Billing Party's exercise of any of its options under Section 12.6 above, and Sections 12.6.4.1 above and 12.6.4.2 above:
- 12.8.1 will not delay or relieve the Non-Paying Party's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date; and
- 12.9 will exclude any affected application, request, order or service from any otherwise Performance Measure.
- 12.10 INTENTIONALLY LEFT BLANK.
- 12.10.1 INTENTIONALLY LEFT BLANK.
- 12.10.2 INTENTIONALLY LEFT BLANK.
- 12.10.3 INTENTIONALLY LEFT BLANK.
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- 12.19 INTENTIONALLY LEFT BLANK.
- 12.19.1 INTENTIONALLY LEFT BLANK.
- 12.19.2 INTENTIONALLY LEFT BLANK.
- 12.20 Limitation on Back-billing and Credit Claims; Exceptions to Limitation for Certain Situations (True-Ups):

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

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

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

13.0 Dispute Resolution

13.1 Finality of Disputes:

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

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

13.2 Alternative to Litigation:

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

13.3 Commencing Dispute Resolution:

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

13.3.1.1 Service Center Dispute Resolution;

13.3.1.2 Informal Dispute Resolution; and

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

- 13.4 Service Center Dispute Resolution - the following Dispute Resolution procedures will apply with respect to any billing dispute arising out of or relating to the Agreement. **Written Notice sent to AT&T-21STATE for Disputed Amounts must be made on the "Billing Claims Dispute Form"**.
- 13.4.1 If the written Notice given pursuant to Section 13.3 above discloses that the dispute relates to billing, then the procedures set forth in Section 12.4 above shall be used.
- 13.4.2 For a dispute submitted by the CLEC, the dispute shall first be processed by the appropriate service center for resolution.
- 13.4.3 In order to resolve a billing dispute, the Disputing Party shall furnish the other Party written Notice of:
- 13.4.3.1 the date of the bill in question;
- 13.4.3.2 the account number or other identification (CLEC must provide the CBA/ESBA/ASBS or BAN number) of the bill in question;
- 13.4.3.3 telephone number, circuit ID number or trunk number in question;
- 13.4.3.4 any USOC (or other descriptive information) information relating to the item questioned;
- 13.4.3.5 amount billed;
- 13.4.3.6 amount in question; and
- 13.4.3.7 the reason that the Disputing Party disputes the billed amount.
- 13.4.3.8 **INTENTIONALLY LEFT BLANK.** *The Disputing Party may dispute a class of related charges in a single dispute notice, as long as the dispute information provided relates to all disputes in the class as a whole.*
- 13.4.4 INTENTIONALLY LEFT BLANK.
- 13.4.5 The Parties shall attempt to resolve Disputed Amounts appearing on current billing statements thirty (30) to sixty (60) calendar days from the Bill Due Date (provided the Disputing Party furnishes all requisite information and evidence under Section 13.4 above by the Bill Due Date). If not resolved within thirty (30) calendar days, upon request, the non-Disputing Party will notify the Disputing Party of the status of the dispute and the expected resolution date.
- 13.4.6 The Parties shall attempt to resolve Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute. If not resolved within thirty (30) calendar days from the date Notice of the Disputed Amounts was received (provided that CLEC furnishes all requisite information and evidence under Section 13.4 above, upon request, the non-Disputing Party will notify the Disputing Party of the status of the dispute and the expected resolution date.
- 13.4.7 If the Disputing Party is not satisfied by the resolution of the billing dispute under this Section 13.4 above, the Disputing Party may notify the Billing Party in writing that it wishes to invoke the Informal Resolution of Disputes afforded pursuant to Section 13.5 below of this Agreement.
- 13.5 Informal Dispute Resolution:
- 13.5.1 Upon receipt by one Party of Notice of a dispute by the other Party pursuant to Section 13.3 above or Section 13.4.7 above, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative Dispute Resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

13.6 Formal Dispute Resolution:

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

13.6.2 Claims Subject to Elective Arbitration:

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

13.6.3 Claims Not Subject to Arbitration:

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

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

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

13.7 Arbitration:

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

13.8 Commission. The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties cannot resolve through Informal Dispute Resolution as provided above may be submitted to the Commission for resolution. During the Commission proceeding each Party shall continue to perform its obligations under this Agreement; provided, however, that neither Party shall be required to act in any unlawful fashion. This provision shall preclude the Parties from seeking relief available in other venues unless the

parties agree upon such alternate venue, except for actions seeking a temporary restraining order or an injunction related to the purposes of this Agreement or suit to compel compliance with this Section.

13.9 Compliance with Dispute Resolution Process

13.9.1 The Parties agree that any actions and/or claims seeking to compel compliance with the Dispute Resolution process should be brought before the Commission in the state where the services in dispute are provided. However, each Party reserves any rights it may have to seek review of any ruling made by the Commission concerning this Agreement by a court of competent jurisdiction. ***Nothing in this agreement shall be construed to prohibit a party from seeking relief from the Commission at any time for an alleged violation of this agreement or of any law or regulation by the other party, whether or not dispute resolution procedures have been followed.***

14.0 Audits

- 14.1 Subject to the restrictions set forth in Section 22.0 below and except as may be otherwise expressly provided in this Agreement, the Auditing Party may audit the Audited Party's books, records, data and other documents, as provided herein, once annually, with the audit period commencing not earlier than the Service Start Date for the purpose of evaluating (i) the accuracy of Audited Party's billing and invoicing of the services provided hereunder and (ii) verification of compliance with any provision of this Agreement that affects the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Notwithstanding the foregoing, an Auditing Party may audit the Audited Party's books, records and documents more than once annually if the previous audit found (i) previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least five percent (5%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit or (ii) non-compliance by Audited Party with any provision of this Agreement affecting Auditing Party's billing and invoicing of the services provided to Audited Party with an aggregate value of at least five percent (5%) of the amounts payable by Audited Party for audited services provided during the period covered by the audit.
- 14.2 The Parties also must mutually agree on a written scope of the audit and the billing and invoices to be audited prior to the initiation of the audit.
- 14.3 The audit shall be limited to the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed (or if no audit has been performed, the service start date and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the Service Start Date.
- 14.4 Such audit shall be conducted by an independent auditor acceptable to both Parties. Auditing Party shall insure that the independent auditor executes a nondisclosure agreement in a form agreed upon by the Parties prior to engaging in any audit work.
- 14.5 Each audit shall be conducted on the premises of the Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit and shall provide the auditor reasonable access to any and all appropriate Audited Party employees and any books, records and other documents reasonably necessary to assess (i) the accuracy of Audited Party's bills and (ii) Audited Party's compliance with the provisions of this Agreement that affect the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Except where to do so would defeat the purpose of the audit, the Audited Party may redact from the books, records and other documents provided to the auditor any Audited Party information that reveals the identity of End Users of Audited Party.
- 14.6 Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.
- 14.7 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of the Audited Party, immediately compensate Auditing Party for such undercharge, and (iii) in each case, calculate and pay interest as provided in Section 11.3.1 above (depending on the AT&T owned ILEC(s)

involved), for the number of calendar days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available.

- 14.8 Except as may be otherwise provided in this Agreement, audits shall be performed at Auditing Party's expense, subject to reimbursement by Audited Party of one-quarter (1/4) of any independent auditor's fees and expenses in the event that an audit finds, and the Parties subsequently verify, a net adjustment in the charges paid or payable by Auditing Party hereunder by an amount that is, on an annualized basis, greater than five percent (5%) of the aggregate charges for the audited services during the period covered by the audit.
- 14.9 Any disputes concerning audit results shall be referred to the Parties' respective personnel responsible for informal resolution. If these individuals cannot resolve the dispute within thirty (30) calendar days of the referral, either Party may request in writing that an additional audit shall be conducted by an independent auditor acceptable to both Parties, subject to the requirements set out in Section 14.1 above. Any additional audit shall be at the requesting Party's expense.

15.0 Disclaimer of Representations and Warranties

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

16.0 Limitation of Liability

- 16.1 Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any Loss relating to or arising out of any cause whatsoever, not including any act of gross negligence or willful misconduct whether based in contract, tort, strict liability or otherwise, relating to the performance of this Agreement, shall not exceed a credit for the actual cost of the facilities, products, services or functions not performed or provided or improperly performed or provided.
- 16.2 Except as otherwise expressly provided in specific Attachments, in the case of any Loss alleged or claimed by a Third Party to have arisen out of the negligence or willful misconduct of any Party, each Party shall bear, and its obligation shall be limited to, that portion (as mutually agreed to by the Parties or as otherwise established) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.
- 16.3 A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users or Third Parties that relate to any Interconnection Services provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party shall not be liable to such End User or Third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged the End User or Third Party for the Interconnection Services that gave rise to such Loss and (ii) any Consequential Damages. If a Party elects not to place in its tariffs or contracts such limitation(s) of liability, and the other Party incurs a Loss as a result thereof, the first Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitation(s) of liability described in this Section 16.0. This provision shall not apply in any case of gross negligence or willful misconduct.
- 16.4 Neither Party shall be liable to the other Party for any Consequential Damages suffered by the other Party, regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including negligence of any kind, whether active or passive (and including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of the Act or other statute), and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, provided that the foregoing shall not limit a Party's obligation under Section 16.0 to indemnify, defend, and hold the other Party harmless against any amounts payable to a Third Party, including any Losses, and Consequential Damages of such

Third Party; provided, however, that nothing in this Section 16.4 shall impose indemnity obligations on a Party for any Loss or Consequential Damages suffered by that Party's End User in connection with any affected Interconnection Services. Except as provided in the prior sentence, each Party ("Indemnifying Party") hereby releases and holds harmless the other Party ("Indemnitee") (and Indemnitee's Affiliates, and its respective officers, directors, employees and agents) against any Loss or Claim made by the Indemnifying Party's End User. This provision shall not apply in any case of gross negligence or willful misconduct.

- 16.5 Neither Party shall not be liable for damages to an End User's premises resulting from the furnishing of any Interconnection Services, including, if applicable, the installation and removal of equipment and associated wiring, and Collocation or Central Office Equipment unless the damage is caused by a Party's gross negligence or willful misconduct. AT&T-21STATE does not guarantee or make any warranty with respect to Interconnection Services when used in an explosive atmosphere.
- 16.6 CLEC hereby releases AT&T-21STATE from any and all liability for damages due to errors or omissions in CLEC's End User listing information as provided by CLEC to AT&T-21STATE under this Agreement, including any errors or omissions occurring in the Directory Database or the White Pages directory, or any claims by reason of delay in providing the Directory Assistance listing information, printing or provisioning of non-published numbers or the printing or providing of CLEC End User information in the White Pages directory including, but not limited to, special, indirect, Consequential, punitive or incidental damages. This provision shall not apply to any case of willful misconduct or gross negligence.
- 16.7 AT&T-21STATE shall not be liable to CLEC, its End User or any other Person for any Loss alleged to arise out of the provision of access to 911 service or any errors, interruptions, defects, failures or malfunctions of 911 service, except in cases of gross negligence or willful misconduct.
- 16.8 This Section 16.0 is not intended to exempt any Party from all liability under this Agreement, but only to set forth the scope of liability agreed to and the type of damages that are recoverable. Both Parties acknowledge that they negotiated regarding alternate limitation of liability provisions but that such provisions would have altered the cost, and thus the price, of providing the Interconnection, Resale Services, 251(c)(3) UNEs, functions, facilities, products and services available hereunder, and no different pricing reflecting different costs and different limits of liability was agreed to.

17.0 Joint and Several Liability

- 17.1 In the event that *either Party* CLEC consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, or any third party places orders under this Agreement using CLEC's company codes or identifiers, **all such entities shall be jointly and severally liable for CLEC's obligations under this Agreement the Party shall be solely liable to the other for obligations under this Agreement related to the actions of its affiliate, agent or designate. This Agreement does not provide for action against or recovery from any third party, except as otherwise provided herein.**

18.0 Indemnity

- 18.1 Except as otherwise expressly provided herein or in specific Attachments, each Party shall be responsible only for the Interconnection Services which are provided by that Party, its authorized agents, subcontractors, or others retained by such Parties, and neither Party shall bear any responsibility for the Interconnection Services, provided by the other Party, its agents, subcontractors, or others retained by such Parties.
- 18.2 Except as otherwise expressly provided herein or in specific Attachments, and to the extent not prohibited by Applicable Law and not otherwise controlled by tariff, each Party (the "Indemnifying Party") shall release, defend and indemnify the other Party (the "Indemnified Party") and hold such Indemnified Party harmless against any Loss to a Third Party arising out of the negligence or willful misconduct ("Fault") of such Indemnifying Party, its agents, its End Users, contractors, or others retained by such Parties, in connection with the Indemnifying Party's provision of Interconnection Services under this Agreement; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (ii) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (iii) with respect to the Fault of employees or agents of such

subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.

- 18.3 In the case of any Loss alleged or claimed by a End User of either Party, the Party whose End User alleged or claimed such Loss (the "Indemnifying Party") shall defend and indemnify the other Party (the "Indemnified Party") against any and all such Claims or Losses by its End User regardless of whether the underlying Interconnection Service giving rise to such Claim or Loss was provided or provisioned by the Indemnified Party, unless the Claim or Loss was caused by the gross negligence or willful misconduct of the Indemnified Party.
- 18.4 A Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party ("Indemnified Party") against any Claim or Loss arising from the Indemnifying Party's use of Interconnection Services provided under this Agreement involving:
- 18.4.1 Any Claim or Loss arising from such Indemnifying Party's use of Interconnection Services offered under this Agreement, involving any Claim for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's or its End User's use.
- 18.4.1.1 The foregoing includes any Claims or Losses arising from disclosure of any End User-specific information associated with either the originating or terminating numbers used to provision Interconnection Services provided hereunder and all other Claims arising out of any act or omission of the End User in the course of using any Interconnection Services provided pursuant to this Agreement.
- 18.4.1.2 The foregoing includes any Losses arising from Claims for actual or alleged infringement of any Intellectual Property right of a Third Party to the extent that such Loss arises from an Indemnifying Party's or an Indemnifying Party's End User's use of Interconnection Services, provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply:
- 18.4.1.2.1 where an Indemnified Party or its End User modifies Interconnection Services, provided under this Agreement; and
- 18.4.1.2.2 no infringement would have occurred without such modification.
- 18.4.2 Any and all penalties imposed on either Party because of the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 (CALEA); provided that the Indemnifying Party shall also, at its sole cost and expense, pay any amounts necessary to modify or replace any equipment, facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.
- 18.5 CLEC acknowledges that its right under this Agreement to Interconnect with AT&T-21STATE's network and to unbundle and/or combine AT&T-21STATE's 251(c)(3) UNEs (including combining with CLEC's Network Elements) may be subject to or limited by Intellectual Property rights (including without limitation, patent, copyright, trade secret, trade mark, service mark, trade name and trade dress rights) and contract rights of Third Parties.
- 18.6 AT&T-21STATE agrees to use its best efforts to obtain for CLEC, under commercially reasonable terms, Intellectual Property rights to each 251(c)(3) UNE necessary for CLEC to use such 251(c)(3) UNE in the same manner as AT&T-21STATE.
- 18.7 AT&T-21STATE shall have no obligation to attempt to obtain for CLEC any Intellectual Property right(s) that would permit CLEC to use any 251(c)(3) UNE in a different manner than used by AT&T-21STATE.
- 18.8 To the extent not prohibited by a contract with the vendor of the network element sought by CLEC that contains Intellectual Property licenses, AT&T-21STATE shall reveal to CLEC the name of the vendor, the Intellectual Property rights licensed to AT&T-21STATE under the vendor contract and the terms of the contract (excluding cost terms). AT&T-21STATE shall, at CLEC's request, contact the vendor to attempt to obtain permission to reveal additional contract details to CLEC.
- 18.9 All costs associated with the extension of Intellectual Property rights to CLEC pursuant to Section 19.1 below, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be

a part of the cost of providing the 251(c)(3) UNE to which the Intellectual Property rights relate and apportioned to all requesting carriers using that 251(c)(3) UNE including AT&T-21STATE.

- 18.10 AT&T-21STATE hereby conveys no licenses to use such Intellectual Property rights and makes no warranties, express or implied, concerning CLEC's (or any Third Parties') rights with respect to such Intellectual Property rights and contract rights, including whether such rights will be violated by such Interconnection or unbundling and/or combining of 251(c)(3) UNEs (including combining with CLEC's Network Elements) in AT&T-21STATE's network or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any licenses or warranties for Intellectual Property rights associated with 251(c)(3) UNEs subject to the ownership terms stated in Section 19 of this Agreement.
- 18.11 AT&T-21STATE does not and shall not indemnify, defend or hold CLEC harmless, nor be responsible for indemnifying or defending, or holding CLEC harmless, for any Claims or Losses for actual or alleged infringement of any Intellectual Property right or interference with or violation of any contract right that arises out of, is caused by, or relates to CLEC's Interconnection with AT&T-21STATE's network and unbundling and/or combining AT&T-21STATE's 251(c)(3) UNEs (including combining with CLEC's Network Elements) or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any indemnities for Intellectual Property rights associated with 251(c)(3) UNEs shall be vendor's indemnities and are subject to the ownership terms stated in Section 19 of this Agreement.
- 18.12 Damaging Party shall reimburse Damaged Party for damages to Damaged Party's facilities utilized to provide Interconnection Services hereunder caused by the negligence or willful act of Damaging Party, its agents or subcontractors or Damaging Party's End User or resulting from Damaging Party's improper use of Damaged Party's facilities, or due to malfunction of any facilities, functions, products, services or equipment provided Damaging Party, CLEC or its affiliates, or contractors. Upon reimbursement for damages, Damaged Party will cooperate with Damaging Party in prosecuting a claim against the person causing such damage. Damaging Party shall be subrogated to the right of recovery by Damaged Party for the damages to the extent of such payment.
- 18.13 Notwithstanding any other provision in this Agreement, each Party agrees that should it cause any non-standard digital subscriber line ("xDSL") technologies (as that term is defined in the applicable Attachment 14 - xDSL Loops and/or the applicable Commission-ordered tariff, as appropriate) to be deployed or used in connection with or on AT&T-21STATE facilities, that Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other Telecommunications Service degradation, or damage to the other Party's ("Indemnitee's") facilities.
- 18.14 Indemnification Procedures:
- 18.14.1 Whenever a claim shall arise for indemnification under this Section 17.0, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.
- 18.14.2 The Indemnifying Party shall have the right to defend against such liability or assertion, in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such claim and the identity of counsel selected by the Indemnifying Party.
- 18.14.3 Until such time as Indemnifying Party provides written notice of acceptance of the defense of such claim, the Indemnified Party shall defend such claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim.
- 18.14.4 Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such claims, subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.

- 18.14.5 At any time, an Indemnified Party shall have the right to refuse a compromise or settlement, and, at such refusing Party's cost, to take over such defense; provided that, in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the refusing Party against, any cost or liability in excess of such refused compromise or settlement.
- 18.14.6 With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the claim requests equitable relief or other relief that could affect the rights of the Indemnified Party, and shall also be entitled to employ separate counsel for such defense at such Indemnified Party's expense.
- 18.14.7 If the Indemnifying Party does not accept the defense of any indemnified claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party.
- 18.14.8 In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no settlement involving a non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party.
- 18.14.9 Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Section 22.0 below.

19.0 Performance Measures

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

20.0 Intellectual Property/License

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

21.0 Notices

- 21.1 Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
- 21.1.1 delivered personally, delivered by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested.
- 21.1.2 delivered by facsimile provided CLEC and/or AT&T-21STATE has provided such information in Section 21.3 below.
- 21.1.3 delivered by electronic mail (email) provided CLEC and/or AT&T-21STATE has provided such information in section 21.3 below.

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

- 21.2.1 the date of actual receipt;
- 21.2.2 the next Business Day when sent via express delivery service;
- 21.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or
- 21.2.4 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.
- 21.2.5 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent to CLEC by AT&T-21STATE.

21.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Mike Ray CEO
STREET ADDRESS	11523 Palm Brush Trail, #401
CITY, STATE, ZIP CODE	Lakewood Ranch, FL 34202
PHONE NUMBER*	(941) 600-0207
FACSIMILE NUMBER	941 256-9911
EMAIL ADDRESS	N/A

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St., 19th floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 464-2006
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

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

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

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

22.0 Publicity and Use of Trademarks or Service Marks

22.1 Neither Party nor its subcontractors or agents shall use in any advertising or sales promotion, press releases, or other publicity matters any endorsements, direct or indirect quotes, or pictures that imply endorsement by the other Party or any of its employees without such first Party's prior written approval. The Parties will submit to each other

for written approval, prior to publication, all publicity matters that mention or display one another's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied; the Party to whom a request is directed shall respond promptly.

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

23.0 Confidentiality

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

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

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

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

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

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

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

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

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

24.0 Intervening Law

- 24.1 This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate state Commission(s). In entering into this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s) which the Parties have not yet fully incorporated into this Agreement (e.g. *In the Matter of Connect America Fund, a National Broadband Plan for Our Future, Establishing Just and Reasonable Rates for Local Exchange Carriers, High-cost Universal Service Support, Developing a Unified Intercarrier Compensation Regime, Federal-State Joint Board on Universal Service, Lifeline and Link-Up, Universal Service Reform – Mobility Fund*, WC Docket No. 10-90, GN Docket No. 09-51, WC Docket No. 07-135, WC Docket No. 05-337, CC Docket No. 01-92, CC Docket No. 96-45, WC Docket No. 03-109, WT No 10-208, Report and Order and Further Notice of Proposed Rulemaking, FCC 11-161 (rel. Nov. 18, 2011 and subsequent authority) or which may be the subject of further review. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement, the Affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party in accordance with Section 20.0 above ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written

Notice to attempt to reach agreement on appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications within sixty (60) days from the Written Notice, any disputes between the Parties concerning such actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

25.0 Regulatory Approval

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

26.0 Governing Law

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

27.0 Venue

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

28.0 Changes in End User Local Exchange Service Provider Selection

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

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

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

28.4 When an End User of CLEC elects to discontinue service and to transfer service to another Local Exchange Carrier, including AT&T-21STATE, AT&T-21STATE shall have the right to reuse the facilities provided to CLEC, regardless of whether those facilities are provided as network elements or as part of a resold service, and regardless of whether the End User served with such facilities has paid all charges to CLEC or has been denied service for nonpayment or otherwise. ***This provision shall only apply to lines or circuits ordered in the name of the End User which has made such election, and shall not apply to any facilities provided by AT&T-21STATE to CLEC for the purpose of serving multiple End Users or where the End User names do not match. AT&T-21STATE will notify CLEC that such a request has been processed after the disconnect order has been completed.***

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

29.0 Compliance and Certification

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

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

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

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

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

30.0 Law Enforcement

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

30.1.1 Intercept Devices:

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

30.1.2 Subpoenas:

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

30.1.3 Emergencies:

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

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

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

31.0 Relationship of the Parties/Independent Contractor

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

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

32.0 No Third Party Beneficiaries; Disclaimer of Agency

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

33.0 Subcontracting

- 33.1 If either Party retains or engages any subcontractor to perform any of that Party's obligations under this Agreement, each Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors.
- 33.2 Each Party will be solely responsible for payments due that Party's subcontractors.
- 33.3 No subcontractor will be deemed a Third Party beneficiary for any purposes under this Agreement.
- 33.4 No contract, subcontract or other agreement entered into by either Party with any Third Party in connection with the provision of Interconnection Services hereunder will provide for any indemnity, guarantee or assumption of liability by the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party.
- 33.5 Any subcontractor that gains access to Customer Proprietary Network Information (CPNI) or Proprietary Information covered by this Agreement shall be required by the subcontracting Party to protect such CPNI or Proprietary Information to the same extent the subcontracting Party is required to protect such CPNI or Proprietary Information under the terms of this Agreement.

34.0 Responsibility for Environmental Contamination

- 34.1 Each Party shall be solely responsible at its own expense for the proper handling, use, removal, excavation, storage, treatment, transport, disposal, or any other management by such Party or any person acting on its behalf of all Hazardous Substances and Environmental Hazards introduced to the affected work location and will perform such activities in accordance with Applicable Law. "Hazardous Substances" means (i) any material or substance that is defined or classified as a hazardous substance, hazardous waste, hazardous material, hazardous chemical, pollutant, or contaminant under any federal, state, or local environmental statute, rule, regulation, ordinance or other Applicable Law dealing with the protection of human health or the environment, (ii) petroleum, oil, gasoline, natural gas, fuel oil, motor oil, waste oil, diesel fuel, jet fuel, and other petroleum hydrocarbons, or (iii) asbestos and asbestos containing material in any form, and (iv) any soil, groundwater, air, or other media contaminated with any of the materials or substances described above. "Environmental Hazard" means (i) the presence of petroleum vapors or other gases in hazardous concentrations in a manhole or other confined space, or conditions reasonably likely to give rise to such concentrations, (ii) asbestos containing materials, or (iii) any potential hazard that would not be obvious to an individual entering the work location or detectable using work practices standard in the industry.
- 34.2 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, AT&T-21STATE shall, at CLEC's request, indemnify, defend, and hold harmless CLEC, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorneys and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal from the work location of a Hazardous Substance by AT&T-21STATE or any person acting on behalf of AT&T-21STATE, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by AT&T-21STATE or any person acting on behalf of AT&T-21STATE, or (iii) the presence at the work location of an Environmental Hazard for which AT&T-21STATE is responsible under Applicable Law or a Hazardous Substance introduced into the work location by AT&T-21STATE or any person acting on behalf of AT&T-21STATE.
- 34.3 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, CLEC shall, at AT&T-21STATE's request, indemnify, defend, and hold harmless AT&T-21STATE, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorney's and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal of a Hazardous Substance from the work location by CLEC or any person acting on behalf of CLEC, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by CLEC or any person acting on behalf of CLEC, or (iii) the presence at the work location of an Environmental Hazard for which CLEC is responsible under Applicable Law or a Hazardous Substance introduced into the work location by CLEC or any person acting on behalf of CLEC.

35.0 Nondiscriminatory Access

35.1 When CLEC purchases Telecommunications Services from AT&T-21STATE pursuant to this Agreement for the purposes of resale to customers, such services shall be equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that AT&T-21STATE provides to others, including its retail 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-21STATE to CLEC shall be at least equal to that which AT&T-21STATE provides to itself and shall be the same for all Telecommunications carriers requesting access to that Network Element. The quality of the interconnection between the network of AT&T-21STATE and the network of CLEC shall be at a level that is equal to that which AT&T-21STATE 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-21STATE's network and shall extend to a consideration of service quality as perceived by AT&T-21STATE's customers and service quality as perceived by CLEC.

36.0 Force Majeure

36.1 No Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make monetary payments) resulting from a "Force Majeure Event" or any Delaying Event caused by the other Party or any other circumstances beyond the Party's reasonable control. A "Force Majeure Event" is defined as acts or occurrences beyond the reasonable control of a Party or the Parties, including acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, labor difficulties, including without limitation, strikes, slowdowns, picketing, boycotts or other work stoppages, equipment failures, cable cuts, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers, individually and collectively a Force Majeure Event. If a Force Majeure Event shall occur, the Party affected shall give notice to the other Party of such Force Majeure Event within a reasonable period of time following such an event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like Notice and proceed to perform with dispatch once the causes are removed or cease.

37.0 Taxes

37.1 Except as otherwise provided in this Section, with respect to any purchase of products or services under this Agreement, if any Tax is required or permitted by Applicable Law to be billed to and/or collected from the purchasing Party by the providing Party, then: (i) the providing Party shall have the right to bill the purchasing Party for such Tax; (ii) the purchasing Party shall pay such Tax to the providing Party; and (iii) the providing Party shall pay or remit such Tax to the respective Governmental Authority. **Whenever possible, Taxes shall be billed as a separate item on the invoice; provided, however, that failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax.** Nothing shall prevent the providing Party from paying any Tax to the appropriate Governmental Authority prior to the time: (i) it bills the purchasing Party for such Tax, or (ii) it collects the Tax from the purchasing Party. If the providing Party fails to bill the purchasing Party for a Tax at the time of billing the products or services to which the Tax relates, then, as between the providing Party and the purchasing Party, the providing Party shall be liable for any penalties or interest thereon. However, if the purchasing Party fails to pay any Tax properly billed by the providing Party, then, as between the providing Party and the purchasing Party, the purchasing Party shall be solely responsible for payment of the Tax and any penalties or interest thereon. Subject to the provisions of this Section 37.0 governing contests of disputed Taxes, the purchasing Party shall be liable for and the providing Party may collect from the purchasing Party any Tax, including any interest or penalties for which the purchasing Party would be liable under this subsection, which is paid by Providing Party to the respective Governmental Authority within the applicable statute of limitations periods for assessment or collection of such Tax, including extensions; provided, however, that the providing Party notifies the purchasing Party within the

earlier of (i) sixty (60) days following the running of such limitations period for including extensions, or (ii) six (6) years following the purchasing Party's payment for the products or services to which such Tax relates.

- 37.2 With respect to any purchase under this Agreement of products or services that are resold by the purchasing Party to a Third Party or used as a component part of or integrated into a product or service sold to a Third Party, if any Tax is imposed on or with respect to such sale by the purchasing Party, the purchasing Party shall pay or remit such Tax to the respective Governmental Authority. If the purchasing Party fails to pay or remit any Tax as required by Applicable Law, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such Tax and any interest and penalties thereon. Notwithstanding any other provision of this Agreement, the purchasing Party agrees to protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any Tax, any interest or penalties thereon, and any costs or expenses (including attorney fees) incurred by the providing Party as a result of any claim asserted or actions taken by the respective Governmental Authority to assess against or collect from the providing Party any Tax related to any sale by the purchasing Party to a third Party.
- 37.3 To the extent a purchase of products or services under this Agreement is claimed by the purchasing Party to be for resale or otherwise exempt from a Tax, the purchasing Party shall furnish to the providing Party an exemption certificate in the form reasonably prescribed by the providing Party and any other information or documentation required by Applicable Law or the respective Governmental Authority. ***Purchasing Party shall have the right to claim and receive exemption from any governmental tax, fee or surcharge which it can reasonably prove that it remits directly to the proper government entity. If an official certificate of exemption does not exist for a specific tax or government surcharge, the parties agree that proof of payment of the tax or surcharge directly to the government entity shall constitute adequate proof of exemption.*** Prior to receiving such exemption certificate and any such other required information or documentation, the Providing Party shall have the right to bill, and the Purchasing Party shall pay, Tax on any products or services furnished hereunder as if no exemption were available, subject to the right of the Purchasing Party to pursue a claim for credit or refund of any such Tax pursuant to the provisions of this Section 37.0 and the remedies available under Applicable Law. If it is the position of the purchasing Party that Applicable Law exempts or excludes a purchase of products or services under this Agreement from a Tax, or that the Tax otherwise does not apply to such a purchase, but Applicable Law does not also provide a specific procedure for claiming such exemption or exclusion or for the purchaser to contest the application of the Tax directly with the respective Governmental Authority prior to payment, then the providing Party **may in its discretion agree not to bill and/or not to** ***shall not*** require payment of such Tax by the purchasing Party, provided that the purchasing Party (i) furnishes the providing Party with any exemption certificate requested by and in the form reasonably prescribed by the providing Party, (ii) furnishes the providing Party with a letter signed by an officer of the purchasing Party setting forth the basis of the purchasing Party's position under Applicable Law; and (iii) furnishes the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any Tax, interest, penalties, loss, cost or expenses (including attorney fees) that may be incurred by the providing Party in connection with any claim asserted or actions taken by the respective Governmental Authority to assess or collect such Tax from the providing Party.
- 37.4 To the extent permitted by and pursuant to Applicable Law, and subject to the provisions of this Section 37.0, the purchasing Party shall have the right to contest with the respective Governmental Authority, or if necessary under Applicable Law to have the providing Party contest (in either case at the purchasing Party's expense) any Tax that the purchasing Party asserts is not applicable, from which it claims an exemption or exclusion, or which it claims to have paid in error; provided, however, that (i) the purchasing Party shall ensure that no lien is attached to any asset of the providing Party as a result of any contest of a disputed Tax; (ii) with respect to any Tax that could be assessed against or collected from the providing Party by the respective Governmental Authority, the providing Party shall retain the right to determine the manner of contesting such disputed Tax, including but not limited to a decision that the disputed Tax will be contested by pursuing a claim for credit or refund; (iii) except to the extent that the providing Party has agreed pursuant to this Section 37.0 not to bill and/or not to require payment of such Tax by the purchasing Party pending the outcome of such contest, the purchasing Party pays any such Tax previously billed by the providing Party and continues paying such Tax as billed by the providing Party pending the outcome of such contest. In the event that a disputed Tax is to be contested by pursuing a claim for credit or refund, if requested in writing by the purchasing Party, the providing Party shall facilitate such contest (i) by assigning to the purchasing Party its right

to claim a credit or refund, if such an assignment is permitted under Applicable Law; or (ii) if an assignment is not permitted, by filing and pursuing the claim on behalf of the purchasing Party but at the purchasing Party's expense. Except as otherwise expressly provided in this Section 37.0, nothing in this Agreement shall be construed to impair, limit, restrict or otherwise affect the right of the providing Party to contest a Tax that could be assessed against or collected from it by the respective Governmental Authority. With respect to any contest of a disputed Tax resulting in a refund, credit or other recovery, as between the purchasing Party and the providing Party, the purchasing Party shall be entitled to the amount that it previously paid, plus any applicable interest allowed on the recovery that is attributable to such amount, and the providing Party shall be entitled to all other amounts. ***Taxes for which the Purchasing Party has provided evidence of direct payment to the Governmental Authority shall not be treated as contested under this provision and shall be entitled to exemption by the Providing Party.***

- 37.5 If either Party is audited by or on behalf of a Governmental Authority with respect to a Tax, and in any contest of a Tax by either Party, the other Party shall cooperate fully and timely by providing records, testimony and such additional information or assistance as may reasonably be necessary to expeditiously resolve the audit or pursue the contest.
- 37.6 All Notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 37.0 shall be sent in accordance with Section 20.0 above hereof.
- 37.7 Municipal fees CLEC acknowledges and agrees that it is required to comply with Chapter 283 of the Texas Local Government Code, as it may be amended from time to time, and the reporting and compensation requirements of Subchapter R of the P.U.C. Substantive Rules – Chapter 26, Applicable to Telecommunications Service Providers, as they may be amended from time to time. With respect to municipal fees charged pursuant to Chapter 283, Tex. Loc. Gov't Code, CLEC agrees that it will directly report its access lines to the Texas Public Utility Commission, will remit the related payments to municipalities, and will otherwise comply with Chapter 283 and applicable P.U.C rules, as they may be amended from time to time. CLEC agrees that its failure to comply with all Chapter 283 requirements, including any failure to provide AT&T-21STATE with a valid Adequate Proof Agreement acknowledging CLEC's obligation to pay Municipal Fees within thirty (30) days of AT&T-21STATE's request, shall be considered a material breach of this Agreement and shall entitle AT&T-21STATE to any and all remedies provided elsewhere in this Agreement for such a breach, including, but not limited to suspension of all order processing (other than disconnect orders).

38.0 Non Waiver

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

39.0 Network Maintenance and Management

- 39.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (for example, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, escalation processes, etc.) to achieve this desired result.
- 39.2 Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. Each Party will provide a twenty four (24)-hour contact number for Network Traffic Management issues to the other's surveillance management center.
- 39.3 Each Party maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or seven (7)-digit and ten (10)-digit code gaps, to selectively cancel the completion of traffic over its

network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.

- 39.4 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Expansive controls shall be used only when mutually agreed to by the Parties.
- 39.5 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party's End Users. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.
- 39.6 Neither Party shall use any Interconnection Service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with or impairs service over any facilities of AT&T-21STATE, its affiliated companies or other connecting telecommunications carriers, prevents any carrier from using its Telecommunications Service, impairs the quality or the privacy of Telecommunications Service to other carriers or to either Party's End Users, causes hazards to either Party's personnel or the public, damage to either Party's or any connecting carrier's facilities or equipment, including any malfunction of ordering or billing systems or equipment. Upon such occurrence either Party may discontinue or refuse service, but only for so long as the other Party is violating this provision. Upon any such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.
- 39.7 AT&T TENNESSEE hereby commits to provide Disaster Recovery to CLEC according to the plan below.
- 39.7.1 AT&T TENNESSEE Disaster Recovery Plan
- 39.7.2 In the unlikely event of a disaster occurring that affects AT&T TENNESSEE's long-term ability to deliver traffic to a CLEC, general procedures have been developed by AT&T TENNESSEE to hasten the recovery process in accordance with the Telecommunications Service Priority (TSP) Program established by the FCC to identify and prioritize telecommunication services that support national security or emergency preparedness (NS/EP) missions. A description of the TSP Program as it may be amended from time to time is available on AT&T TENNESSEE's Wholesale – Southeast Region Web site. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.
- 39.7.3 These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage, and service will be restored as quickly as possible. AT&T TENNESSEE reserves the right to make changes to these procedures as improvements become available or as business conditions dictate.
- 39.7.4 This plan will cover the basic recovery procedures that would apply to every CLEC.
- 39.7.5 Single Point of Contact:
- 39.7.5.1 When a problem is experienced, regardless of the severity, the AT&T TENNESSEE Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of AT&T TENNESSEE's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.
- 39.7.5.2 AT&T TENNESSEE's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact AT&T TENNESSEE's ECC and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

- 39.7.5.3 The telephone number for the AT&T TENNESSEE Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516.
- 39.7.6 Identifying the Problem:
- 39.7.6.1 During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only, AT&T TENNESSEE equipment only or a combination. The initial restoration activity will be largely determined by the equipment that is affected.
- 39.7.6.2 Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the AT&T TENNESSEE NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.
- 39.7.6.3 For long-term outages, recovery efforts will be coordinated by the ECC. Traffic controls will continue to be applied by the NMC until facilities are re-established. As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.
- 39.7.7 Site Control:
- 39.7.7.1 In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.
- 39.7.7.2 During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.
- 39.7.7.3 In a less catastrophic event, (i.e., the building is still standing and the cable entrance facility is usable), the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur:
- 39.7.7.3.1 An initial assessment of the main building infrastructure systems (mechanical, electrical, fire and life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.
- 39.7.7.3.2 Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.
- 39.7.7.3.3 Care must be taken in this planning to ensure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

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

39.7.8 Environmental Concerns:

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

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

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

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

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

39.7.8.2.4 Mercury and other regulated compounds resident in telephone equipment.

39.7.8.2.5 Other compounds produced by the fire or heat.

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

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

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

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

39.7.9 The ECC (Emergency Control Center):

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

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

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

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

39.7.10 Recovery Procedures:

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

39.7.11 CLEC Outage:

- 39.7.11.1 For a problem limited to one CLEC (or a building with multiple CLECs), AT&T TENNESSEE has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, AT&T TENNESSEE can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon AT&T TENNESSEE having concurrence from the affected CLECs.
- 39.7.11.2 Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact AT&T TENNESSEE's resolve to re-establish traffic to the original destination as quickly as possible.

39.7.12 AT&T TENNESSEE Outage:

- 39.7.12.1 Because AT&T TENNESSEE's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged AT&T TENNESSEE equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.
- 39.7.12.2 A disaster involving any of AT&T TENNESSEE's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the CO is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.
- 39.7.12.3 The NMC would be the first group to observe a problem involving AT&T TENNESSEE's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

39.7.13 Loss of a CO:

- 39.7.13.1 When AT&T TENNESSEE loses a CO, the ECC will
- 39.7.13.1.1 Place specialists and emergency equipment on notice;
 - 39.7.13.1.2 Inventory the damage to determine what equipment and/or functions are lost;
 - 39.7.13.1.3 Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
 - 39.7.13.1.4 Begin reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or customers served by AT&T TENNESSEE or CLEC in accordance with the TSP priority restoration coding scheme entered in the AT&T TENNESSEE Maintenance database prior to the emergency.

39.7.14 Loss of a CO with SWC Functions:

- 39.7.14.1 The loss of a CO that also serves as a SWC will be restored as described in Section 3.11.4.

39.7.15 Loss of a CO with Tandem Functions:

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

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

39.7.16 Loss of a Facility Hub:

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

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

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

39.7.17.1 In some instances, a disaster may impact AT&T TENNESSEE's equipment as well as the CLEC's. This situation will be handled in much the same way as described in Section 3.14. Since AT&T TENNESSEE and the CLEC will be utilizing temporary equipment, close coordination will be required.

39.7.18 T1 Identification Procedures:

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

39.7.19 Acronyms:

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

39.7.20 Hurricane Information:

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

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

39.7.21 AT&T TENNESSEE Disaster Management Plan:

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

40.0 End User Inquiries

40.1 Except as otherwise required by Section 27.1 above, each Party will refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.

40.2 Except as otherwise required by Section 27.1 above, each Party will ensure that all of its representatives who receive inquiries regarding the other Party's services:

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

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

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

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

41.0 Expenses

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

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

41.2.1 Prior to the filing of this Agreement and each and every Amendment filed in connection with this Agreement in the State of Nevada, CLEC will submit a check in the amount of two hundred dollars (\$200.00), payable to

Public Utilities Commission of Nevada, to cover its portion of the expenses incurred with filing this Agreement. Upon receipt of CLEC's check, the Agreement will be processed for filing with the Commission.

42.0 Conflict of Interest

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

43.0 Survival

43.1 The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to continue beyond the termination or expiration of this Agreement: Section 8.0 above and Section 8.4 above on Termination; 10.6 above on Cash Deposits, Section 10.7 above on Deposit Interest, Section 10.8 above on Drawing on Cash Deposits; Section 11.10 above, Escrow requirements; Sections 11.1 above thru Section 11.7 above on Billing & Payment of Charges; Section 12.0 above on Non Payment and Procedures for Disconnection, Section 14.0 above on Audits, Section 15.0 above on Warranties, Section 17.0 above Indemnity; Section 18.0 above Performance Measures; Section 19.0 above Intellectual Property/License; Section 20.0 above Notices; Section 21.0 above Publicity and Use of Trademarks or Service Marks; Section 22.0 above Confidentiality; Section 25.0 above Governing Law; Section 26.0 above Jurisdiction and Venue; Section CALEA Compliance; Section 35.0 above Taxes; Section 36.0 above Non Waivers and Section 43.0 below Amendments and Modifications.

44.0 Scope of Agreement

44.1 This Agreement is intended to describe and enable specific Interconnection and compensation arrangements between the Parties. This Agreement is the arrangement under which the Parties may purchase from each other Interconnection Services. Except as agreed upon in writing, neither Party shall be required to provide the other Party a function, facility, product, service or arrangement described in the Act that is not expressly provided herein. However, the parties retain their respective obligations to negotiate an amendment to this agreement in good faith if CLEC should desire to add a function, facility, product, service or arrangement which AT&T is required under the Act to provide.

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

45.0 Amendments and Modifications

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

46.0 Authority

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

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

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

47.0 Counterparts

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

48.0 Entire Agreement

48.1 AT&T-21STATE only:

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

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ATTACHMENT 02 - ALL TRAFFIC - FCC ICC - NETWORK INTERCONNECTION

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1.0 Introduction

- 1.1 This Attachment sets forth terms and conditions for Network Interconnection, Trunking and Intercarrier Compensation for AT&T-21STATE and CLEC.
- 1.1.1 This Attachment describes the Network Interconnection Methods (NIM) provided by AT&T-21STATE including, the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective End Users of the Parties pursuant to Section 251(c)(2) of the Act.
- 1.1.2 This Attachment describes the trunking requirements of CLEC and AT&T-21STATE. Any references to incoming and outgoing trunk groups are from the perspective of CLEC. Described herein are the required and optional trunk groups for Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic, IXC carried Meet Point Traffic, Third Party Traffic, Mass Calling, E911, Operator Services and Directory Assistance Traffic. Requirements associated with Out of Exchange Traffic are also included.
- 1.1.3 Intercarrier Compensation arrangements for intercarrier Telecommunications traffic exchanged between AT&T-21STATE and CLEC are provided for within this Agreement.
- 1.1.3.1 In AT&T-12STATE, the Intercarrier Compensation provisions of this Attachment apply to Telecommunications traffic originated and terminated between the Parties over each Party's own facilities (Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic, ISP-Bound Traffic, Optional EAS Traffic (also known as "Optional Calling Area Traffic")) or originated by CLEC over local circuit switching purchased by CLEC from AT&T-12STATE on a wholesale basis (non-resale) in a separate agreement and used in providing wireline local telephone exchange (dial tone) service to its End Users (Wholesale Local Switching Traffic).
- 1.1.3.2 In the AT&T SOUTHEAST REGION 9-STATE region, the Intercarrier Compensation provisions of this Attachment apply to Telecommunications traffic originated and terminated between the Parties over each Party's own facilities only (Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic, ISP-Bound Traffic, Optional EAS Traffic (also known as "Optional Calling Area Traffic")).
- 1.1.4 AT&T-21STATE will provide Recording, Message Processing and message detail services to a Facility-Based Provider. The terms and conditions under this Attachment will also apply when the Facility-Based Provider is the Recording Company.

2.0 Definitions

- 2.1 "Network Interconnection Methods (NIMs)" mean, but are not limited to, Physical Collocation, Virtual Collocation, Fiber Meet Point; and other technically feasible methods of obtaining Interconnection which is incorporated into the Interconnection Agreement by amendment. One or more of these methods must be used to effect the Interconnection pursuant to Section 251(c)(2) of the Act.
- 2.2 "Access Tandem Switch" is a switching machine within the Public Switched Telecommunications Network (PSTN) that is used to connect and switch trunk circuits between and among End Office Switches for IXC carried traffic and IntraLATA Toll Traffic as designed and used in some regions as well as switching Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic and ISP-Bound Traffic as designed and used in some regions.
- 2.3 "Access Usage Record (AUR)" is a message Record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to IXCs.
- 2.4 "Assembly and Editing" means the aggregation of recorded customer message details to create individual message Records and the verification that all necessary information required ensuring all individual message Records meet industry specifications is present.
- 2.5 "Billing Company" is the company that bills End Users for the charges incurred in transported calls.
- 2.6 "Billable Message" is a message Record containing details of a completed transported call which is used to bill an End User.

- 2.7 "Charge Number" means the CCS signaling parameter that refers to the number transmitted through the network identifying the billing number of the calling Party.
- 2.8 "Data Transmission" is the forwarding of Billable Message detail and/or AUR detail in EMI format over a mutually agreed upon medium to the appropriate Billing Company.
- 2.9 "Entrance Facilities" are the transmission facilities (typically wires or cables) that connect CLEC's network with AT&T-21STATE's network for the mutual exchange of traffic. These Entrance Facilities connect CLEC's network from CLEC's Switch or point of presence ("POP") within the LATA to the AT&T-21STATE Serving Wire Center of such Switch or POP for the transmission of telephone exchange service and/or exchange access service. ***Entrance Facilities do not apply to interconnection arrangements where the mutually-agreed Point of Interconnection ("POI") is within an AT&T-21STATE Serving Wire Center, and CLEC provides its own transport on its side of that POI.***
- 2.10 "Fiber Meet Point", operating at a mutually agreed SONET rate, is a method of interconnection utilizing fiber at a technically feasible and mutually agreed physical meet point. It also represents the point at which one carrier's responsibility for service begins and the other carrier's responsibility ends. The use of a Fiber Meet Point as a method of interconnection under 251(c)(2) of the Act is solely for the mutual exchange of 251(b)(5) local/IntraLATA traffic between the Parties.
- 2.11 "Interexchange Carrier (IXC) Transported" are Telecommunications Services provided by an IXC or traffic transported by facilities belonging to an IXC.
- 2.12 "IntraLATA Toll Trunk Group" is a trunk group carrying only non-IXC carried IntraLATA Toll Traffic.
- 2.13 "ISP-Bound Traffic" is as defined in Section 6.2.2 below.
- 2.14 "Local/Access Tandem Switch" is a switching machine within the PSTN that is used to connect and switch trunk circuits between and among other Central Office Switches for Section 251(b)(5)/IntraLATA Toll Traffic and IXC-carried traffic.
- 2.15 "Local Interconnection Trunk Groups" are trunks used to carry Section 251(b)(5)/IntraLATA Toll Traffic between CLEC End Users and AT&T-21STATE End Users. Local Interconnection Trunk Groups are established according to Telcordia Technical Reference GR 317-CORE.
- 2.15.1 They are established and used as two-way trunk groups in AT&T-12STATE.
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- 2.15.3 They may be established and used as either one-way or two-way (upon mutual agreement) trunk groups in AT&T SOUTHEAST REGION 9-STATE.
- 2.16 "Local/IntraLATA Tandem Switch" is a switching machine within the PSTN that is used to connect and switch trunk circuits between and among subtending End Office Switches for Section 251(b)(5)/IntraLATA Toll Traffic.
- 2.17 "Local Only Tandem Switch" is a switching machine within the PSTN that is used to connect and switch trunk circuits between and among other End Office Switches for Section 251(b)(5) and ISP-Bound Traffic.
- 2.18 "Local Only Trunk Groups" are trunk groups used to carry Section 251(b)(5) and ISP-Bound Traffic only.
- 2.19 "Local Tandem" is any Local Only, Local/IntraLATA, Local/Access or Access Tandem Switch serving a particular local calling area.
- 2.20 "Meet Point Trunk Group" (AT&T-12STATE only) is a trunk group which carries traffic between the CLEC's End Users and IXCs via AT&T-12STATE Access or Local/Access Tandem Switches.
- 2.21 "Message Processing" is the creation of individual EMI formatted Billable Message detail Records from individual Recordings that reflect specific billing detail for use in billing the End User and/or AURs from individual Recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the IXCs. Message Processing includes performing CMDS online edits required to ensure message detail and AURs are consistent with CMDS specifications.

- 2.22 "Non-toll VoIP-PSTN Traffic" is a subset of VoIP-PSTN Traffic as further defined in Section 6.2 below.
- 2.23 "Offers Service" is when CLEC opens an NPA-NXX, ports a CLEC number to serve an End User or pools a block of numbers to serve End Users.
- 2.24 "Out of Exchange LEC (OE-LEC)", for purposes of this Attachment only, means CLEC when it is operating within AT&T-21STATE's incumbent local Exchange Area and also providing Telecommunications Services in another ILEC's incumbent local Exchange Area in the same LATA unless traffic is associated with Commission ordered InterLATA local calling.
- 2.25 "Out of Exchange Traffic" for purposes of this Attachment only, is Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic, ISP-Bound Traffic, FX, IntraLATA traffic and/or InterLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:
- 2.25.1 Originates from an OE-LEC End User located in another ILEC's incumbent local Exchange Area and terminates to an AT&T-21STATE End User located in an AT&T-21STATE local Exchange Area; or
- 2.25.2 Originates from an AT&T-21STATE End User located in an AT&T-21STATE local Exchange Area and terminates to an OE-LEC End User located in another ILEC's incumbent local Exchange Area.
- 2.26 "Point of Interconnection (POI)" is a point on the AT&T-21STATE network (End Office or Tandem building) where the Parties deliver Section 251(b)(5)/IntraLATA Toll Traffic to each other and also serves as a demarcation point between the facilities that each Party is physically and financially responsible to provide.
- 2.27 "Provision of Message Detail" is the sorting of all Billable Message detail and AUR detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing and loading of data into files for Data Transmission to CLEC for those Records created internally or received from other Local Exchange Carrier Companies or IXCs through AT&T-21STATE's internal network or national CMDS.
- 2.28 "Record" means the logical grouping of information as described in the programs that process information and create the data files.
- 2.29 "Recording" is the creation and storage on a mutually agreed upon medium of the basic billing details of a message in AMA format converted to EMI layout.
- 2.30 "Recording Company" is the company that performs the functions of Recording and Message Processing of IXC transported messages and the Provision of Message Detail.
- 2.31 "Section 251(b)(5) Traffic" is Telecommunications traffic as defined in Section 6.2 below.
- 2.32 "Section 251(b)(5)/IntraLATA Toll Traffic" for purposes of this Attachment means, (i) Section 251(b)(5) Traffic and/or (ii) ISP-Bound Traffic and/or (iii) IntraLATA Toll Traffic originating from an End User obtaining local dial tone from either Party where that Party is both the Section 251(b)(5) Traffic and IntraLATA Toll provider.
- 2.33 "Third Party Trunk Group" (AT&T SOUTHEAST REGION 9-STATE only) is a trunk group between CLEC and AT&T SOUTHEAST REGION 9-STATE's Tandem that is designated and utilized to transport Traffic that neither originates with nor terminates to an AT&T SOUTHEAST REGION 9-STATE End User, including interexchange traffic (whether IntraLATA or InterLATA) to/from CLEC End Users and IXCs. All such traffic is collectively referred to as Third Party Traffic.
- 2.34 "VoIP-PSTN" or "PSTN-VoIP Traffic" is traffic exchanged between the Parties that either originates in IP-format and terminates to the PSTN, or originates on the PSTN and terminates in IP format.
- 2.35 "Wholesale Local Switching Traffic" for the purposes of this Attachment, means call usage:
- 2.35.1 originating from a CLEC End User over local circuit switching purchased by CLEC from AT&T-12STATE on a wholesale basis and terminating to an AT&T-12STATE End User in the same ILEC Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff or other mandatory local calling area.
- 2.35.2 originating from an AT&T-12STATE End User and terminating over local switching purchased by CLEC from AT&T-12STATE on a wholesale basis to a CLEC End User in the same ILEC Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff or other mandatory local calling area.

3.0 Network Interconnection Methods

- 3.1 The Interconnection provided herein may not be used solely for the purpose of originating a Party's own interexchange traffic.
- 3.2 Network Interconnection Architecture Plan:
- 3.2.1 AT&T-21STATE's network is partly comprised of End Office Switches, Local Only Tandem Switches (AT&T-10STATE), Local/IntraLATA Tandem Switches, Local/Access Tandem Switches and Access Tandem Switches. AT&T-21STATE's network architecture in any given local Exchange Area and/or LATA can vary markedly from another local Exchange Area/LATA. Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan for a specific Interconnection area. A physical architecture plan will, at a minimum, include the location of CLEC's switch(es) and AT&T-21STATE's End Office Switch(es) and/or Tandem Switch(es) to be interconnected, the facilities that will connect the two (2) networks and which Party will provide (be financially responsible for) the Interconnection facilities. At the time of implementation in a given local Exchange Area or LATA the plan will be documented and signed by appropriate representatives of the Parties, indicating their mutual agreement to the physical architecture plan.
- 3.2.2 The Parties may utilize any method of Interconnection described in this Attachment. Unless otherwise specified in this Attachment, each Party is financially responsible for the provisioning of facilities on its side of the negotiated POI(s). Each Party is responsible for the appropriate sizing, operation and maintenance of the transport facility to its side of the POI(s). The Parties agree to provide sufficient facilities for the trunk groups required in Section 4.0 below for the exchange of traffic between CLEC and AT&T-21STATE.
- 3.2.3 For each NXX code assigned to either party in the Local Exchange Routing Guide, the party must maintain network interconnection to the other party within the same LATA through which the parties will exchange local calls.
- 3.2.4 Types of Points of Interconnection:
- 3.2.4.1 A "Tandem Serving Area (TSA)" is an AT&T-21STATE area defined by the sum of all local calling areas served by AT&T-21STATE End Offices that subtend an AT&T-21STATE Tandem for Section 251(b)(5)/IntraLATA Toll Traffic as defined in the LERG.
- 3.2.4.2 The Parties will interconnect their network facilities at a minimum of one CLEC designated POI within AT&T-21STATE's network in the LATA where CLEC Offers Service.
- 3.2.4.3 A "Single POI" is a single point of Interconnection within a LATA on AT&T-21STATE's network that is established to interconnect AT&T-21STATE's network and CLEC's network for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic.
- 3.2.4.4 The Parties agree that CLEC has the right to choose a Single POI or multiple POIs.
- 3.2.4.5 When CLEC has established a Single POI (or multiple POIs) in a LATA, CLEC agrees to establish an additional POI:
- 3.2.4.5.1 at an AT&T-21STATE TSA separate from the existing POI arrangement when traffic through the existing POI arrangement to that AT&T-21STATE TSA exceeds twenty-four (24) DS1s at peak over three (3) consecutive months; or
- 3.2.4.5.2 at an AT&T-21STATE End Office in a local calling area not served by an AT&T-21STATE Tandem for Section 251(b)(5)/IntraLATA Toll Traffic when traffic through the existing POI arrangement to that local calling area exceeds twenty-four (24) DS1s at peak over three (3) consecutive months.
- 3.2.4.6 The additional POI(s) will be established within ninety (90) calendar days of notification that the threshold has been met. ***CLEC may lease facilities from AT&T as Dedicated Transport - Interoffice Channel from an existing POI to the additional POI for this purpose.***
- 3.2.5 A Party seeking to change the physical architecture plan shall provide thirty (30) calendar days advance written Notice of such intent. After Notice is served, the normal project planning process as described in Section 3.0 above will be followed for all physical architecture plan changes.

- 3.2.6 CLEC is solely responsible, including financially, for the facilities that carry Operator Services/Directory Assistance ("OS/DA"), E911, Mass Calling, Third Party and Meet Point Trunk Groups *on its side of the Point of Interconnection ("POI")*.
- 3.2.7 Technical Interfaces:
- 3.2.7.1 The Interconnection facilities provided by each Party shall be formatted using either Alternate Mark Inversion (AMI) line code with Superframe format framing or Bipolar 8-Zero Substitution with Extended Superframe (B8ZS ESF) format framing at the DS1 level or any mutually agreeable line coding and framing.
- 3.3 Methods of Interconnection:
- 3.3.1 Physical and Virtual Collocation - Attachment 12 - Collocation describes the terms and conditions for Interconnection via Collocation.
- 3.3.2 Leased Entrance Facilities:
- 3.3.2.1 When CLEC does not elect to collocate transport terminating equipment at an AT&T-21STATE Tandem or End Office, CLEC may self provision facilities, deploy third party interconnection facilities, or lease existing Entrance Facilities from AT&T-21STATE.
- 3.3.2.2 AT&T-21STATE shall provide CLEC existing Entrance Facilities when used solely for interconnection purposes within the meaning of Section 251(c)(2) of the Act, i.e., for the transmission and routing of telephone exchange service and/or exchange access service, at the rates set forth in the Pricing Sheets. An Entrance Facility is existing if, at the time of CLEC's request, the facility is present in AT&T-21STATE's network and available for use as an Entrance Facility and no special construction is required.
- 3.3.2.3 CLEC may not purchase Entrance Facilities pursuant to this Agreement for any other purpose, including, without limitation (i) as unbundled network elements under Section 251(c)(3) of the Act, (ii) for backhauling traffic (e.g., to provide a final link in the dedicated transmission path between CLEC's customer and CLEC's switch, or to carry traffic to and from its own end users), or (iii) 911, OS/DA, High Volume Call In ("HVCI"), Third Party and Meet Point Trunk Groups.
- 3.3.2.4 CLEC must submit Access Service Requests ("ASRs") to AT&T-21STATE if it chooses to perform conversions for reclassifications of the wholesale service or group of wholesale services to an Entrance Facility purchased pursuant to this Agreement and at the rates referenced in the Pricing Sheets. AT&T-21STATE will follow project guidelines as described in Section 4.7.
- 3.3.2.5 Entrance Facility Audits:
- 3.3.2.5.1 AT&T-21STATE may audit CLEC's compliance with the use of Entrance Facilities for Interconnection purposes by obtaining and paying for an independent auditor to audit, on no more frequently than an annual basis (consecutive 12 month period following the commencement of an audit), CLEC's compliance with the conditions set forth in Sections 3.3.2.1–3.3.2.4 above ("Entrance Facility Requirements").
- 3.3.2.5.2 AT&T-21STATE will send such Audit Notice to CLEC no less than thirty (30) calendar days prior to the date upon which AT&T-21STATE seeks to commence an audit and shall identify the independent auditor.
- 3.3.2.5.3 The independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants, which will require the auditor to perform an "examination engagement" and issue an opinion that includes the auditor's determination regarding CLEC's compliance with the Entrance Facility Requirements.
- 3.3.2.5.4 The independent auditor's report will conclude whether CLEC complied in all material respects with the Entrance Facility Requirements. AT&T-21STATE shall provide CLEC with a copy of the independent auditor's report within ten (10)

business days from the date of receipt. The independent auditor's report shall state the scope of the audit that was performed.

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

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

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

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

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

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

3.3.3 Fiber Meet Point:

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

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

3.3.3.3 Neither Party will be allowed to access the Data Communications Channel (DCC) of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet Point will be designed so that each Party

may, as far as is technically feasible, independently select the transmission, multiplexing and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment.

- 3.3.3.4 Requirements for Interconnection specifications will be defined in joint engineering planning sessions between the Parties.
- 3.3.3.5 In addition to the semi-annual trunk forecast process, discussed in Section 4.0 below, discussions to provide relief to existing facilities can be initiated by either Party. Actual system augmentations will be initiated only upon mutual agreement. Facilities will be planned to accommodate the verified and agreed upon trunk forecast for the Local Interconnection Trunk Group(s).
- 3.3.3.6 The Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.
- 3.3.3.7 CLEC will provide fiber cable to the last entrance (or AT&T-21STATE designated) manhole at the AT&T-21STATE Tandem or End Office building. AT&T-21STATE shall make all necessary preparations in the manhole to receive and to allow and enable CLEC to deliver fiber optic facilities into that manhole. CLEC will provide a sufficient length of fiber cable for AT&T-21STATE to pull through to the AT&T-21STATE cable vault. CLEC shall deliver and maintain such strands at its own expense up to the POI. AT&T shall take the fiber from the manhole and terminate it inside AT&T-21STATE's Tandem or End Office building at the cable vault at AT&T-21STATE's expense. In this case, the POI shall be at the AT&T-21STATE designated manhole location. Each Party shall provide its own source for the synchronized timing of its FOT equipment.
- 3.3.3.8 CLEC and AT&T-21STATE will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities and the necessary processes to implement facilities as indicated in Section 4.0 below of this document.
- 3.3.3.9 Electrical handoffs for Fiber Meet Point will be at the DS1 or DS3 level. When a DS3 handoff is agreed to by the Parties, AT&T-21STATE will provide any multiplexing required for DS1 facilities or trunking at its end and CLEC will provide any DS1 multiplexing required for facilities or trunking at its end.

3.4 Responsibilities of the Parties:

- 3.4.1 For each local Interconnection within an AT&T-21STATE area, CLEC shall provide written notice to AT&T-21STATE of the need to establish Interconnection in each local Exchange Area (AT&T SOUTHWEST REGION 5-STATE) or LATA (AT&T MIDWEST REGION 5-STATE, AT&T SOUTHEAST REGION 9-STATE, and AT&T WEST REGION 2-STATE). CLEC shall provide all applicable network information on forms acceptable to AT&T-21STATE (as set forth in AT&T-21STATE's CLEC Handbook, published on the AT&T CLEC Online website).
- 3.4.2 Upon receipt of CLEC's Notice to interconnect, the Parties shall schedule a meeting to document the network architecture (including trunking) as discussed in Section 3.2.1 above. The Interconnection Activation Date for an Interconnection shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors.
- 3.4.3 Either Party may add or remove switches. The Parties shall provide one hundred and twenty (120) calendar days written Notice to establish such Interconnection; and the terms and conditions of this Attachment will apply to such Interconnection.
- 3.4.4 The Parties recognize that a facility handoff point must be agreed upon to establish the demarcation point for maintenance and provisioning responsibilities for each Party on its side of the POI. *If the POI is a*

collocation arrangement within an AT&T Wire Center, then the demarcation point shall be that collocation.

4.0 Interconnection Trunking

4.1 Provisioning and Administration of Trunk Groups:

- 4.1.1 CLEC shall issue ASRs for two-way trunk groups and for one-way trunk groups originating at CLEC's switch. AT&T-21STATE shall issue ASRs for one-way trunk groups originating at the AT&T-21STATE switch.
- 4.1.2 Trunk groups for ancillary services (e.g., OS/DA, BLVI, High Volume Call In and E911) and Meet Point or Third Party (as appropriate) Trunk Groups can be established between CLEC's switch and the appropriate AT&T-21STATE Tandem Switch as further provided in this Section 4.0.
- 4.1.3 Signaling Protocol:
 - 4.1.3.1 SS7 Signaling is AT&T-21STATE's preferred method for signaling. Where MF signaling is currently used, the Parties agree to use their best efforts to convert to SS7. If SS7 services are provided by AT&T-21STATE, they will be provided in accordance with the provisions of the applicable access tariffs.
 - 4.1.3.2 Where MF signaling is currently used, the Parties agree to interconnect their networks using MF or dual tone MF (DTMF) signaling, subject to availability at the End Office Switch or Tandem Switch at which Interconnection occurs. The Parties acknowledge that the use of MF signaling may not be optimal. AT&T-21STATE will not be responsible for correcting any undesirable characteristics, service problems or performance problems that are associated with MF/SS7 inter-working or the signaling protocol required for Interconnection with CLEC employing MF signaling.
- 4.1.4 The number of digits to be exchanged by the Parties shall be ten (10) unless otherwise mutually agreed.
- 4.1.5 Where available, a trunk group utilization report (TIKI) may be accessed from the AT&T CLEC Online website. The report is provided in an MS-Excel format.
- 4.1.6 ***Nothing herein shall prohibit CLEC from utilizing third-party tandem providers to exchange call traffic with any carrier not directly connected to CLEC's network. INTENTIONALLY LEFT BLANK.***

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

- 4.2.1 AT&T-12STATE acknowledges that CLEC may have an embedded base of one-way trunks ordered and installed prior to the Effective Date of this Agreement that were used for termination of CLEC's Section 251(b)(5)/IntraLATA Toll Traffic to AT&T-12STATE (Embedded Base). To the extent that CLEC has such an Embedded Base, CLEC shall only augment trunk groups in the Embedded Base with the mutual agreement of the Parties. CLEC shall not order any new one-way trunk groups following the Effective Date of this Agreement. Moreover, the Parties agree that the Embedded Base will be converted to two-way trunk groups under the following circumstances:
 - 4.2.1.1 With reasonable notification from AT&T-12STATE and upon AT&T-12STATE's request, CLEC shall convert all of its Embedded Base to two-way trunks.
 - 4.2.1.2 At any time an Embedded Base trunk group (either originating or terminating) requires augmentation, AT&T-12STATE can require the associated originating and terminating trunks to be converted to a single two-way trunk group prior to the augmentation.
 - 4.2.1.3 When any network changes are to be performed on a project basis (i.e., central office conversions, tandem re-homes, etc.), upon request and reasonable notice by AT&T-12STATE, CLEC will convert all of its Embedded Base affected by the project within the intervals and due dates required by the project parameters.
 - 4.2.1.4 In addition to the foregoing, CLEC may choose, at any time, to convert its Embedded Base to two-way trunk groups.

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

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

- 4.3.1 When CLEC Offers Service in a Local Exchange Area or LATA, the following trunk groups described in this Section 4.3 shall be used to transport traffic between CLEC End Users and AT&T-21STATE End Users. ***If a third-party tandem connects the switches operated by both parties, then either party shall be entitled to designate such third party tandem as the Local Homing Tandem for its terminating traffic between the switches which are connected by the third party tandem, and neither party shall be obligated to pay the other for tandem switching provided by the third party.***

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4.3.3 Local Only and/or Local Interconnection Trunk Group(s) in each LATA:

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4.3.3.3 Tandem Trunking - AT&T SOUTHEAST REGION 9-STATE:

4.3.3.3.1 Section 251(b)(5)/IntraLATA Toll Traffic shall be routed on Local Interconnection Trunk Groups established at each AT&T SOUTHEAST REGION 9-STATE Access Tandem in the LATA where CLEC homes its NPA/NXX codes for calls destined to or from all AT&T SOUTHEAST REGION 9-STATE End Offices that subtend the designated Tandem. These trunk groups shall be two-way and will utilize SS7 signaling. Where CLEC does not interconnect at every Access Tandem switch location in the LATA, CLEC must use Multiple Tandem Access (MTA) to route traffic to End Users through those Tandems within the LATA to which CLEC is not interconnected. To utilize MTA, CLEC must establish Local Interconnection Trunk Groups to a minimum of one (1) Access Tandem within each LATA as required. AT&T SOUTHEAST REGION 9-STATE will route CLEC originated 251(b)(5)/IntraLATA Toll traffic for LATA-wide transport and termination. Compensation for MTA is described in Section 6.4 below.

4.3.4 Direct End Office Trunking:

- 4.3.4.1 DEOTs transport Section 251(b)(5)/IntraLATA Toll Traffic between CLEC's switch and an AT&T-21STATE End Office and are not switched at a Tandem location. When actual or projected End

Office Section 251(b)(5)/IntraLATA Toll Traffic requires twenty-four (24) or more trunks CLEC shall establish the following:

- 4.3.4.1.1 a two-way DEOT in AT&T-12STATE;
- 4.3.4.1.2 INTENTIONALLY LEFT BLANK;
- 4.3.4.1.3 a two-way DEOT in AT&T SOUTHEAST REGION 9-STATE.
- 4.3.4.2 Once such trunks are provisioned, traffic from CLEC to AT&T-21STATE must be redirected to route first to the DEOT with overflow traffic alternate routed to the appropriate AT&T-21STATE Tandem that switches Section 251(b)(5)/IntraLATA Toll Traffic. If an AT&T-21STATE End Office does not subtend an AT&T-21STATE Tandem that switches Section 251(b)(5)/IntraLATA Toll Traffic, a direct final DEOT will be established by CLEC and there will be no overflow of Section 251(b)(5)/IntraLATA Toll Traffic.
- 4.3.4.3 All traffic received by AT&T-21STATE on the DEOT from CLEC must terminate in the End Office, (i.e., no Tandem switching will be performed in the End Office). Where End Office functionality is provided in a remote End Office switch of a host/remote configuration, CLEC shall establish the DEOT at the host switch.
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- 4.3.6 Third Party Trunk Group - AT&T SOUTHEAST REGION 9-STATE:
 - 4.3.6.1 Third Party Traffic trunks shall be two-way trunks and must be ordered by CLEC to deliver and receive Third Party Traffic. Establishing Third Party Traffic trunks at Access and Local Tandems provides Intra-Tandem Access to the Third Party also interconnected at those Tandems. CLEC shall be responsible for all recurring and nonrecurring charges associated with Third Party Traffic trunks and facilities.
- 4.3.7 800/(8YY) Traffic - AT&T-21STATE:
 - 4.3.7.1 If CLEC chooses AT&T-21STATE to handle 800/(8YY) database queries from AT&T-21STATE's switches, all CLEC originating 800/(8YY) traffic will be routed over the Meet Point Trunk Groups or the Third Party Trunk Groups. This traffic will include a combination of both IXC 800/(8YY) service and CLEC 800/(8YY) service which will be identified and segregated by carrier through the database query function in the AT&T-21STATE Access or Local/Access Tandem Switch.
 - 4.3.7.2 Where CLEC requests that AT&T-21STATE perform the Service Switching Point (SSP) function (e.g., the database query) on originating Toll Free Service 800/(8YY) calls, all such calls shall be delivered using GR-394 format over the Meet Point Trunk Group or over the Third Party Trunk Group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.
 - 4.3.7.3 CLEC may handle its own 800/(8YY) database queries from its own switch. Where it does so, CLEC will determine the nature of the 800/(8YY) call (local/intraLATA or IXC-carried) based on the response from the database. If the query determines that the call is a local or IntraLATA 800/(8YY) number, CLEC will route the post-query local or IntraLATA converted ten-digit local number to AT&T-21STATE over the Local Interconnection Trunk Group and shall provide an 800/(8YY) billing Record to AT&T-21STATE. If the query reveals the call is an IXC-carried 800/(8YY) number, CLEC shall route the post-query IXC-carried call (800/(8YY) number) directly

from its switch for carriers interconnected with its network or over the Meet Point Trunk Group or Third Party Trunk Group, as appropriate, to carriers not directly connected to its network but which are connected to AT&T-21STATE's Access or Local/Access Tandem Switch. Calls will be routed to AT&T-21STATE over the appropriate trunk group as defined above, within the LATA in which the calls originate.

- 4.3.7.4 All post-query Toll Free Service 800/(8YY) calls for which CLEC performs the SSP function, if delivered to AT&T-21STATE, shall be delivered using GR-394 format over the Meet Point Trunk Group or over the Third Party Trunk Group for calls destined to IXCs, or shall be delivered by CLEC using GR-317 format over the Local Only and/or Local Interconnection Trunk Group for calls destined to End Offices that directly subtend the Tandem.
- 4.3.8 E911 Trunk Group:
- 4.3.8.1 Attachment 05 - 911/E911 specifies E911 trunk group requirements.
- 4.3.9 High Volume Call In (HVCI)/Mass Calling (Choke) Trunk Group - AT&T-21STATE: INTENTIONALLY LEFT BLANK
- 4.3.9.1 CLEC must establish a dedicated trunk group to the designated Public Response HVCI/Mass Calling Network Access Tandem in each Serving Area. This trunk group shall be one-way outgoing only and shall utilize MF signaling. As the HVCI/Mass Calling trunk group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent (1%) blocking standard described elsewhere in this Attachment. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. The Parties will not exchange live traffic until successful testing is completed by both Parties. INTENTIONALLY LEFT BLANK.
- 4.3.9.2 The HVCI trunk group shall be sized as follows: INTENTIONALLY LEFT BLANK

Number of Access Lines Served	Number of Mass Calling Trunks
0 – 10,000	2
10,001 – 20,000	3
20,001 – 30,000	4
30,001 – 40,000	5
40,001 – 50,000	6
50,001 – 60,000	7
60,001 – 75,000	8
75,000 +	9 maximum

- 4.3.9.3 If CLEC should acquire a HVCI/Mass Calling customer, (e.g., a radio station) CLEC shall notify AT&T-21STATE at least sixty (60) days in advance of the need to establish a one-way outgoing SS7 or MF trunk group from the AT&T-21STATE HVCI/Mass Calling Serving Office to the CLEC End User's serving office. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. INTENTIONALLY LEFT BLANK
- 4.3.9.4 If CLEC finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, CLEC may request a meeting to coordinate with AT&T-21STATE the assignment of the HVCI/Mass Calling telephone number from the existing choke NXX. In the event that the CLEC establishes a new choke NXX, CLEC must notify AT&T-21STATE a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX. AT&T-21STATE will perform the necessary translations in its End Offices and Tandem(s) and issue ASRs to establish a one-way outgoing SS7 or MF trunk group from the AT&T-21STATE Public Response HVCI/Mass Calling Network Access Tandem to CLEC's choke serving office. INTENTIONALLY LEFT BLANK
- 4.3.9.5 INTENTIONALLY LEFT BLANK.
- 4.3.10 Operator Services/Directory Assistance/Inward Assistance Operator Services Trunk Group(s):
- 4.3.10.1 Attachment 06 - Customer Information Services specifies the trunk group requirements for Operator Services/Directory Assistance/Inward Assistance Operator Services.
- 4.3.11 *SIP Voice-over-IP/Voice-using-IP Trunk Groups Trunk Groups. In the event that AT&T-21STATE offers, installs, or provides any interconnection trunking using SIP Voice-over-IP or Voice-using-IP to any entity including its affiliates, CLEC shall be entitled to order the same type of interconnection trunking in the same areas and under the same terms where it has been offered, installed or provided for others under this agreement. The parties may mutually agree to complete a contract amendment to codify additional terms and conditions, but such an amendment shall not be required in order for CLEC to obtain the service under non-discriminatory terms and pricing. The parties recognize that Voice-over-IP connects two network over the public internet, and is not the same as Voice-using IP which connects two networks using private non-internet peering. CLEC shall be entitled to select either of these options, to the extent technically feasible or provided to another party by AT&T-21STATE. In the case of Voice-using-IP, AT&T-21STATE shall provide non-discriminatory access for CLEC to interconnect its packet network to AT&T-21STATE's packet network at any technically feasible point chosen by CLEC for the purpose of interconnection only, utilizing technical means to ensure quality of service and security. INTENTIONALLY LEFT BLANK.*
- 4.4 Trunk Forecasting Responsibilities:
- 4.4.1 CLEC agrees to provide an initial forecast for all trunk groups described in this Attachment. AT&T-21STATE shall review this trunk forecast and provide any additional information that may impact the trunk forecast information provided by CLEC. Subsequent trunk forecasts shall be provided on a semi-annual basis, not later than January 1st and July 1st of each year in order to be considered in the semi-annual publication of the AT&T-21STATE General Trunk Forecast. Parties agree to the use of Common Language Location Identification (CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-MSG) which is described in TELCORDIA TECHNOLOGIES documents BR795-100-100 and BR795-400-100 respectively. Inquiries pertaining to use of TELCORDIA TECHNOLOGIES Common Language Standards and document availability should be directed to TELCORDIA TECHNOLOGIES at 1-800-521-2673.
- 4.4.2 The semi-annual forecasts shall include:
- 4.4.2.1 Yearly forecasted trunk quantities for all trunk groups required in this Attachment for a minimum of three (3) (current plus two (2) future) years; and
- 4.4.2.2 A description of major network projects anticipated for the next six (6) months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders

greater than eight (8) DS1s, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

4.4.2.3 The Parties shall agree on these forecasts to ensure efficient trunk utilization. For forecast quantities that are in dispute, the Parties shall make all reasonable efforts to develop a mutually agreeable forecast.

4.4.2.4 Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as mutually agreed to by the Parties. The Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate these orders.

4.4.3 CLEC shall be responsible for forecasting two-way trunk groups. AT&T-21STATE shall be responsible for forecasting the one-way trunk groups terminating to CLEC and CLEC shall be responsible for forecasting the one-way trunk groups terminating to AT&T-21STATE, unless otherwise specified in this Attachment.

4.4.4 Each Party shall provide a specified point of contact for planning and forecasting purposes.

4.5 Trunk Design Blocking Criteria:

4.5.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in the Table below. Trunk requirements shall be based upon time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (using Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).

Trunk Group Type	Design Blocking Objective
Local Interconnection Trunk Group – Direct End Office (Primary High)	ECCS ¹
Local Interconnection Trunk Group – Direct End Office (Final)	2%
IntraLATA Toll Trunk Group (Local/Access or Access Tandem Switch)	1%
Local Interconnection Trunk Group (Local Tandem)	1%
Meet Point (Local/Access or Access Tandem Switch) (AT&T-12STATE only)	0.5%
E911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	1%
Busy Line Verification/Emergency Interrupt	1%
Third Party (AT&T SOUTHEAST REGION 9-STATE only)	1%

¹ During implementation the Parties will mutually agree on an Economic Centum Call Seconds (ECCS) or some other means for the sizing of this trunk group.

4.6 Trunk Servicing:

- 4.6.1 Both Parties will jointly manage the capacity of Local Only, Local Interconnection, Third Party and Meet Point Trunk Groups. Either Party may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Local Only, Local Interconnection, Third Party and Meet Point Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface developed by the OBF of the Carrier Liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. TELCORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR. Contact TELCORDIA TECHNOLOGIES at 1-800-521-2673 regarding the documentation availability and use of this form.
- 4.6.2 Orders greater than eight (8) DS1s shall be submitted as a project as described in Section 4.7 below.
- 4.6.3 Utilization: Utilization shall be defined as Trunks Required as a percentage of Trunks In Service.
- 4.6.3.1 In A Blocking Situation (Over-utilization):
- 4.6.3.1.1 In a blocking situation, CLEC is responsible for issuing ASRs on all two-way Local Only, Local Interconnection, Third Party and Meet Point Trunk Groups and one-way CLEC originating Local Only and/or Local Interconnection Trunk Groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, AT&T-21STATE will issue a TGSR. CLEC will issue an ASR within three (3) business days after receipt and review of the TGSR. CLEC will note "Service Affecting" on the ASR.
- 4.6.3.1.2 In a blocking situation, AT&T-21STATE is responsible for issuing ASRs on one-way AT&T-21STATE originating Local Only and/or Local Interconnection Trunk Groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, CLEC will issue a TGSR. AT&T-21STATE will issue an ASR within three (3) business days after receipt and review of the TGSR.
- 4.6.3.1.3 If an alternate final Local Only Trunk Group or Local Interconnection Trunk Group is at seventy-five percent (75%) utilization, a TGSR may be sent to CLEC for the final trunk group and all subtending high usage trunk groups that are contributing any amount of overflow to the alternate final route.
- 4.6.3.1.4 If a direct final Meet Point Trunk Group is at seventy-five percent (75%) utilization, a TGSR may be sent to CLEC. If a direct final Third Party Trunk Group is at ninety percent (90%) utilization, a TGSR may be sent to CLEC.
- 4.6.3.2 Underutilization:
- 4.6.3.2.1 Underutilization of Local Only Trunk Groups, Local Interconnection Trunk Groups, Third Party Trunk Group and Meet Point Trunk Groups exists when provisioned capacity is greater than the current need. Those situations where more capacity exists than actual usage requires will be handled in the following manner:
- 4.6.3.2.1.1 If a Local Only Trunk Group, Local Interconnection Trunk Group, Third Party Trunk Group or a Meet Point Trunk Group is under sixty-five percent (65%) of CCS capacity on a monthly average basis for AT&T-12STATE or under eighty percent (80%) for AT&T SOUTHEAST REGION 9-STATE, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the Local Only Trunk Group, Local Interconnection Trunk Group, Third Party Trunk Group or the Meet Point Trunk Group, which shall be left with not less than twenty-five percent (25%) excess capacity for AT&T-12STATE or not less than fifteen percent (15%) for

AT&T SOUTHEAST REGION 9-STATE. In all cases, grade of service objectives shall be maintained.

- 4.6.3.2.1.2 Either Party may send a TGSR to the other Party to trigger changes to the Local Only Trunk Groups, Local Interconnection Trunk Groups, Third Party Trunk Groups or Meet Point Trunk Groups based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within twenty (20) business days after receipt of the TGSR.
- 4.6.3.2.1.3 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within the twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.
- 4.6.3.2.1.4 If AT&T-21STATE does not receive an ASR, or if CLEC does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, AT&T-21STATE will attempt to contact CLEC to schedule a joint planning discussion. If CLEC will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks operational, AT&T-21STATE reserves the right to issue ASRs to resize the Local Only Trunk Groups, Local Interconnection Trunk Groups, Third Party Trunk Groups or Meet Point Trunk Groups.

- 4.6.4 The Parties will process trunk service requests submitted via a properly completed ASR within ten (10) business days of receipt of such ASR unless defined as a major project. Incoming orders will be screened by AT&T-21STATE for reasonableness based upon current utilization and/or consistency with forecasts. If the nature and necessity of an order requires determination, the ASR will be placed in held status and a joint planning discussion conducted. The Parties agree to expedite this discussion in order to minimize delay in order processing. Extension of this review and discussion process beyond two (2) Business Days from ASR receipt **will may** require the ordering Party to supplement the order with proportionally adjusted Customer Desired Due Dates. Facilities must also be in place before trunk orders can be completed. **Neither party shall charge the other for ASRs related to ordering, rearranging or disconnecting Local Interconnection trunks, including charges for due date changes and ordering intervals.**

4.7 Projects:

- 4.7.1 Projects require the coordination and execution of multiple orders or related activities between and among AT&T-21STATE and CLEC work groups, including but not limited to the initial establishment of Local Only, Local Interconnection, Third Party or Meet Point Trunk Groups and service in an area, NXX code moves, rehomes, facility grooming, or network rearrangements.
 - 4.7.1.1 Orders that comprise a project (i.e., greater than eight (8) DS1s) shall be submitted at the same time and their implementation shall be jointly planned and coordinated.
- 4.7.2 Projects - Tandem Rehomes/Switch Conversion/Major Network Projects:
 - 4.7.2.1 AT&T-21STATE will advise CLEC of all projects significantly affecting CLEC trunking. Such projects may include Tandem Rehomes, Switch Conversions and other major network changes. An Accessible Letter with project details will be issued at least six (6) months prior to the project due dates. AT&T-21STATE may follow with a TGSR approximately four (4) to six (6) months before the due date of the project. A separate TGSR will be issued for each CLEC trunk group and will specify the required CLEC ASR issue date. Failure to submit ASR(s) by the required date may result in AT&T-21STATE ceasing to deliver traffic until the ASR(s) are received and processed.

5.0 Out of Exchange Traffic

- 5.1 Interconnection services are available for the purposes of exchanging traffic to/from a non-AT&T-21STATE incumbent exchange in accordance with this Section 5.0.
- 5.2 The Parties acknowledge and agree that AT&T-21STATE is only obligated to make available Interconnection under Section 251(c)(2) of the Act to CLEC at technically feasible points within AT&T-21STATE's network and not in locations, such as territories of other ILECs, where AT&T-21STATE does not maintain a network. Other Attachments to this Agreement set forth the terms and conditions pursuant to which AT&T-21STATE agrees to provide CLEC with access to Unbundled Network Elements under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act and/or Resale under Section 251(c)(4) of the Act in AT&T-21STATE's incumbent local Exchange Areas for the provision of CLEC's Telecommunications Services.
- 5.3 For purposes of this Attachment, OE-LEC intends to operate and/or provide Telecommunications Services outside of AT&T-21STATE incumbent local Exchange Areas and desires to interconnect OE-LEC's network with AT&T-21STATE's network(s).
- 5.4 For purposes of this Attachment, OE-LEC agrees to interconnect with AT&T-21STATE pursuant to Section 251(a) of the Act.
- 5.5 Network Connections For Out of Exchange Traffic:
- 5.5.1 OE-LEC represents that it operates as a CLEC within AT&T-21STATE Exchange Areas and has a POI located within AT&T-21STATE Exchange Areas for the purpose of providing telephone Exchange Service and Exchange Access in such AT&T-21STATE Exchange Areas. Based upon the foregoing, the Parties agree that AT&T-21STATE's originating traffic will be delivered to OE-LEC's existing POI arrangements in the LATA where the traffic originates in accordance with the POI requirements set forth in this Agreement. AT&T-21STATE will accept OE-LEC's Out of Exchange Traffic at its Tandem Switch over local interconnection facilities that currently exist or may exist in the future between the Parties to or from OE-LEC's out of Exchange Areas to or from AT&T-21STATE's End Offices. When such Out of Exchange Traffic is Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic and ISP-Bound Traffic that is exchanged between the End Users of OE-LEC and AT&T-21STATE, the Parties agree to establish a direct End Office trunk group when traffic levels exceed one DS1 (24 DS0s) to or from an AT&T-21STATE End Office.
- 5.5.2 OE-LEC shall establish a trunk group for Out of Exchange Traffic from OE-LEC to each AT&T-21STATE serving Tandem in a LATA. This requirement may be waived upon mutual agreement of the Parties.
- 5.5.2.1 In AT&T SOUTHEAST REGION 9-STATE, where CLEC does not interconnect at every AT&T serving Tandem in a LATA, CLEC must use Multiple Tandem Access (MTA) to route traffic in accordance with Section 4.3.3.3.1 above.
- 5.5.3 Transport facilities for 911, Mass Calling, OS/DA, Third Party and Meet Point Trunk Groups are the responsibility of OE-LEC from OE-LEC to the serving Tandem or platform that provides each such service type.
- 5.5.4 OE-LEC shall route originating Out of Exchange Traffic to the serving Tandem as defined by the Tandem owner in the LERG.
- 5.5.5 If AT&T-21STATE is not the serving Tandem as reflected in the LERG, the OE-LEC shall route Out of Exchange Traffic directly to the serving AT&T-21STATE End Office.
- 5.5.6 Except as otherwise provided in this Section 5.0, for OE-LEC originated/AT&T-21STATE terminated traffic or AT&T-21STATE originated/ OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to the other Party and/or not routed in accordance with this Section 5.0, the Parties will work cooperatively to correct the problem.
- 5.5.7 AT&T-21STATE shall not compensate any Third Party Local Exchange Carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to AT&T-21STATE (as reflected in the LERG). The obligation to correctly route traffic also includes traffic that is destined to End Offices that do not subtenant an AT&T-21STATE Tandem. Any compensation due AT&T-21STATE for such misrouted traffic shall be paid by OE-LEC. AT&T-21STATE shall provide notice to OE-LEC pursuant to the Notices provisions of this

Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.

5.5.8 Neither Party shall deliver traffic destined to terminate at the other Party's End Office via a Third Party ILEC's End Office or Tandem.

5.5.9 Connection of a trunk group from OE-LEC to AT&T-21STATE's Tandem(s) will provide OE-LEC access to End Offices, IXCs, LECs, CMRS providers and NXXs which subtend that Tandem(s). Connection of a trunk group from one Party to the other Party's End Office(s) will provide the connecting Party access only to the NXXs served by that individual End Office(s) to which the connecting Party interconnects. Direct End Office Trunk groups that connect the Parties End Office(s) shall provide the Parties access only to the NXXs that are served by that End Office(s).

5.5.9.1 In AT&T SOUTHEAST REGION 9-STATE, if OE-LEC does not choose Access Tandem interconnection at every AT&T SOUTHEAST REGION 9-STATE Access Tandem within a LATA, OE-LEC must utilize AT&T SOUTHEAST REGION 9-STATE's MTA Interconnection. To utilize MTA, OE-LEC must establish an interconnection trunk group(s) at a minimum of one AT&T SOUTHEAST REGION 9-STATE Access Tandem within each LATA as required.

5.5.10 AT&T-21STATE will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-AT&T-21STATE Exchange Areas, in AT&T-21STATE Tandems and End Offices using AT&T-21STATE's standard code opening timeframes.

5.6 Intercarrier Compensation for Out of Exchange Traffic:

5.6.1 The compensation arrangement for Out of Exchange Traffic exchanged between the Parties is described in Section 6.0 below.

5.7 InterLATA Section 251(b)(5) Traffic:

5.7.1 AT&T-21STATE will exchange AT&T-21STATE InterLATA Section 251(b)(5) Traffic that is covered by an FCC approved or court ordered InterLATA boundary waiver. AT&T-21STATE will exchange such traffic using two-way direct final trunk groups (i) via a facility to OE-LEC's POI in the originating LATA, or (ii) via a facility meet point arrangement at or near the Exchange Area Boundary (EAB), (iii) via a mutually agreed to meet point facility within the AT&T-21STATE Exchange Area covered under such InterLATA waiver, or (iv) via another mutually agreeable method. If the exchange where the traffic is terminating is not an AT&T-21STATE exchange, AT&T-21STATE shall exchange such traffic using a two-way Direct Final (DF) trunk group (i) via a facility to OE-LEC's POI within the originating LATA, (ii) via a mutually agreed to facility meet point arrangement at or near the EAB, or (iii) via another mutually agreeable method. AT&T-21STATE will not provision or be responsible for facilities located outside of AT&T-21STATE Exchange Areas.

5.7.2 The Parties agree that the AT&T-21STATE InterLATA Section 251(b)(5) Traffic from each AT&T-21STATE End Office will not overflow to an alternate route.

5.7.3 OE-LEC must provide AT&T-21STATE a separate Access Customer Terminal Location (ACTL) and Local Routing Number (LRN) specific to each InterLATA local calling arrangement covered by an FCC approved or court ordered InterLATA boundary waiver.

6.0 Inter-carrier Compensation

6.1 Responsibilities of the Parties:

6.1.1 For all traffic originated on a Party's network including, without limitation, Switched Access Traffic, such Party shall provide CPN as defined in 47 C.F.R. § 64.1600(c) and in accordance with Section 6.1.3 below. CPN shall, at a minimum, include information in an industry recognized standard format, consistent with the requirements of the NANP containing an NPA and seven digit (NXX-XXXX) telephone number. Each Party to this Agreement will be responsible for passing on any CPN it receives from a Third Party for traffic delivered to the other Party. In addition, each Party agrees that it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. If either Party identifies improper, incorrect, or fraudulent use of local Exchange Services (including, but not limited to PRI, ISDN and/or Smart Trunks), or identifies stripped,

altered, modified, added, deleted, changed and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.

- 6.1.2 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.
 - 6.1.3 For traffic which is originated by one Party to be terminated on the other Party's network in AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE, and AT&T SOUTHEAST REGION 9-STATE, if the percentage of such calls passed with CPN is greater than ninety percent (90%), all calls delivered by one Party to the other for termination without CPN will be billed as either Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic or IntraLATA Toll Traffic in direct proportion to the total MOUs (MOUs) of calls delivered by one Party to the other with CPN. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls delivered by one Party to the other without CPN will be billed at Intrastate Switched Access rates.
 - 6.1.4 INTENTIONALLY LEFT BLANK.
 - 6.1.5 For AT&T SOUTHEAST REGION 9-STATE, each Party will report to the other Percent Interstate Usage (PIU), Percent Local Usage (PLU) and Percent Local Facility (PLF) factors in order to determine the appropriate charges to be billed to the originating Party in accordance with Section 6.13.3 below.
 - 6.1.6 CLEC has the sole obligation to enter into compensation arrangements with all Third Parties with whom CLEC exchanges traffic including without limitation anywhere CLEC originates traffic to or terminates traffic from an End User being served by a Third Party who has purchased a local switching product from AT&T-21STATE on a wholesale basis (non-resale) which is used by such Telecommunications carrier to provide wireline local telephone Exchange Service (dial tone) to its End Users. In no event will AT&T-21STATE have any liability to CLEC or any Third Party if CLEC fails to enter into such compensation arrangements. In the event that traffic is exchanged with a Third Party with whom CLEC does not have a traffic compensation agreement, CLEC will indemnify, defend and hold harmless AT&T-21STATE against any and all losses including without limitation, charges levied by such Third Party. The Third Party and CLEC will bill their respective charges directly to each other. AT&T-21STATE will not be required to function as a billing intermediary, (e.g., clearinghouse). AT&T-21STATE may provide information regarding such traffic to Third Party carriers or entities as appropriate to resolve traffic compensation issues.
 - 6.1.7 Notwithstanding the classification of traffic under this Attachment, either Party is free to define its own "local" calling area(s) for purposes of its provision of Telecommunications services to its End Users.
 - 6.1.8 For Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic, IntraLATA Toll Traffic, Non-toll VoIP-PSTN Traffic and Wholesale Local Switching Traffic in AT&T-12STATE, the Party whose End User originates such traffic shall compensate the Party who terminates such traffic to its End User for the transport and termination of such traffic at the applicable rate(s) provided in this Attachment and the Pricing Schedule and/or the applicable switched access tariffs.
 - 6.1.8.1 INTENTIONALLY LEFT BLANK.
 - 6.1.9 To the extent that the Parties are not currently exchanging traffic in a given LATA or local calling area, the Parties' obligation to pay intercarrier compensation to each other shall commence on the date the Parties agree that the Interconnection is complete (i.e., each Party has established its originating trunks as well as all ancillary traffic trunking such as Operator Services, 911 or Mass Calling trunks) and is capable of fully supporting originating and terminating End User traffic. In addition, the Parties agree that test traffic is not subject to compensation pursuant to this Attachment.
 - 6.1.10 The Parties acknowledge that Section 6.0 above addresses the method of compensation for traffic properly exchanged by the Parties under this Agreement.
- 6.2 Reciprocal Compensation for Termination of Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic and ISP Bound Traffic:

- 6.2.1 For purposes of this Agreement, Section 251(b)(5) Traffic and Non-toll VoIP-PSTN Traffic shall mean Telecommunications traffic exchanged over the Parties' own facilities in which the originating End User of one Party and the terminating End User of the other Party are both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state Commission or regulatory agency; or both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.
- 6.2.2 For purposes of this Agreement, in accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order"), "ISP-Bound Traffic" shall mean Telecommunications traffic exchanged between CLEC and AT&T-21STATE over each Party's own facilities in which the originating End User of one Party and the ISP served by the other Party are:
- 6.2.2.1 both physically located in the same ILEC Local Exchange Area as defined by the ILEC's Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
- 6.2.2.2 both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory EAS, mandatory ELCS or other types of mandatory expanded local calling scopes.
- 6.2.3 AT&T-21STATE made an offer (the "Offer") to all Telecommunications carriers to exchange Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic and ISP-Bound Traffic pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001)) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).
- 6.2.4 In AT&T-21STATE, the Parties agree to compensate each other for Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic and ISP-Bound Traffic at the FCC's interim ISP terminating compensation rate as set forth in the Pricing Sheets until June 30, 2017.
- 6.2.5 INTENTIONALLY LEFT BLANK.
- 6.2.6 Beginning July 1, 2017, pursuant to the Report and Order and Further Notice of Proposed Rulemaking issued by the FCC in the Matter of Developing an Unified Intercarrier Compensation Regime, FCC 11-161 and FCC 11-189 in CC Docket No. 01-92 (rel. November 18, 2011 and December 23, 2011) the Parties will implement bill and keep in lieu of reciprocal compensation rates for the termination of Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic and ISP Bound Traffic as set forth in the Pricing Sheets.
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- 6.2.10 CLEC shall only be paid End Office Switching rate element(s).
- 6.2.11 For purposes of this Section 6.2.10, all Section 251(b)(5) Traffic, all Non-toll VoIP-PSTN Traffic, all ISP-Bound Traffic and all Wholesale Local Switching Traffic shall be referred to as "Billable Traffic" and will be billed in accordance with Section 6.13 below.

6.2.11.1 Each Party will invoice the other Party on a monthly basis for combined Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic and ISP-Bound Traffic exchanged between the Parties at the rate set forth in the Pricing Schedules.

6.3 Intercarrier Compensation for Wholesale Local Switching Traffic for AT&T-12STATE

6.3.1 Where CLEC purchases local switching from AT&T-12STATE pursuant to the terms of a Section 271 Agreement (herein after referred to as "switching on a wholesale basis"), CLEC will deal directly with Third Party carriers for purposes of reciprocal compensation for calls originated by or terminated to the End Users served by such arrangements. AT&T-12STATE is required to provide CLEC with timely, complete and correct information to enable CLEC to meet the requirements of this Section.

6.3.2 The following reciprocal compensation terms shall apply to all traffic exchanged between AT&T-12STATE and CLEC when CLEC purchases local switching from AT&T-12STATE on a wholesale basis:

6.3.2.1 For intra-switch Wholesale Local Switching Traffic exchanged between AT&T-12STATE and CLEC, the Parties agree to impose no call termination charges pertaining to reciprocal compensation on each other.

6.3.2.2 For interswitch Wholesale Local Switching Traffic exchanged between AT&T-12STATE and CLEC where CLEC's End User originates a call that is terminated to an AT&T-12STATE End User, such traffic shall be paid for reciprocally at the rate applicable for 251(b)(5) and ISP-Bound Traffic, set forth in the Pricing Schedules.

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6.4 Multiple Tandem Access (MTA) Interconnection (AT&T SOUTHEAST REGION 9-STATE):

6.4.1 Compensation for MTA shall be at the applicable Tandem Switching and transport charges specified in Pricing Schedule and shall be billed in addition to any call transport and termination charges.

6.4.2 To the extent CLEC routes its traffic in such a way that utilizes AT&T SOUTHEAST REGION 9-STATE's MTA service without properly ordering MTA, CLEC shall pay AT&T SOUTHEAST REGION 9-STATE the associated MTA charges.

6.5 Other Telecommunications Traffic:

6.5.1 Except as set forth in Section 6.2 above, the terms of this Attachment are not applicable to (i) interstate or intrastate Exchange Access traffic, (ii) Information Access traffic, or (iii) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission, with the exception of ISP-Bound Traffic which is addressed in this Attachment. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

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

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

- 6.5.2.2 “Virtual Foreign Exchange (FX) Traffic” and “FX-type Traffic” shall refer to those calls delivered to telephone numbers that are rated as local to the other telephone numbers in a given mandatory local calling area, but where the recipient End User’s station assigned that telephone number is physically located outside of that mandatory local calling area. Virtual FX Service also permits an End User physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another “foreign” exchange, thereby creating a local presence in the “foreign” exchange. Virtual FX Service differs from Dedicated FX Service, however, in that Virtual FX End Users continue to draw dial tone or are otherwise served from a Central (or End) Office which may provide service across more than one Commission-prescribed mandatory local calling area, whereas Dedicated FX Service End Users draw dial tone or are otherwise served from a Central (or End) Office located outside their mandatory calling area.
- 6.5.2.3 FX Traffic is not Section 251(b)(5) Traffic and instead the transport and termination compensation for FX Traffic is subject to a Bill and Keep arrangement in AT&T-21STATE.
- 6.5.2.3.1 To the extent that ISP-Bound Traffic is provisioned via an FX-type arrangement, such traffic is subject to a Bill and Keep arrangement. “Bill and Keep” refers to an arrangement in which neither of two interconnecting parties charges the other for terminating FX traffic that originates on the other party’s network.
- 6.5.2.4 INTENTIONALLY LEFT BLANK.
- 6.5.2.5 Segregating and Tracking FX Traffic:
- 6.5.2.5.1 For AT&T-21STATE, the terminating carrier is responsible for separately identifying IntraLATA Virtual FX, Dedicated FX and FX-type traffic from other types of Inter-carrier traffic for compensation purposes. The terminating carrier will be responsible for providing the originating carrier with an FX usage summary which includes a ten (10) digit telephone number level detail of the MOUs terminated to FX Telephone Numbers on its network each month (or in each applicable billing period, if not billed monthly), or by any means mutually agreed by the Parties.
- 6.5.2.5.2 Terminating carrier will not assess compensation charges to the Voice FX MOU and ISP FX MOU in AT&T-21STATE.
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- 6.5.2.5.4 In AT&T-21STATE either Party may request an audit of the FX Usage Summary or the FX Factor on no fewer than thirty (30) Business Day’s written Notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to auditor paid for by the Party requesting the audit. If mutual agreement cannot be reached, the Parties shall use one of the following independent auditors: PricewaterhouseCoopers, Ernst & Young, KPMG, or Deloitte Touche Tohmatsu (Big-4 Auditors). Selection of the Big-4 Auditor shall be made by the Party requesting the audit and the selected Big-4 Auditor must be independent as determined by current accounting and auditing standards promulgated by the appropriate accounting governing body. Such audits shall be requested within six (6) months of having received the FX Usage Summary or the FX Factor and associated usage from the other Party and may not be requested more than twice per year, once per calendar year, unless the audit finds there has been a five percent (5%) or higher net error or variance in calculations, in which case a subsequent audit is required. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past six (6) months.

- 6.5.2.5.4.1 If the FX factor is adjusted based upon the audit results, the adjusted FX factor will apply for the six (6) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the FX factor or underreported the FX Usage by five percent (5%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.
- 6.5.3 Private Line Services include private line-like and special access services and are not subject to intercarrier compensation. Private Line Services are defined as a point-to-point connection that provides a dedicated circuit of pre-subscribed bandwidth between two (2) or more points.
- 6.5.4 The Parties recognize and agree that ISP and Internet traffic (excluding ISP-Bound Traffic as defined in Section 6.2 above) could also be exchanged outside of the applicable local calling scope, or routed in ways that could make the rates and rate structure in Section 6.2 above not apply, including but not limited to ISP calls that meet the definitions of:
 - 6.5.4.1 FX Traffic
 - 6.5.4.2 Optional EAS Traffic
 - 6.5.4.3 IntraLATA Toll Traffic
 - 6.5.4.4 800, 888, 877, ("8YY") Traffic
 - 6.5.4.5 FGA Traffic
 - 6.5.4.6 MCA Traffic
- 6.5.5 The Parties agree that, for the purposes of this Attachment, either Party's End Users remain free to place ISP calls under any of the above classifications. Notwithstanding anything to the contrary herein, to the extent such ISP calls are placed, the Parties agree that the compensation mechanisms set forth in Section 6.2 above do not apply. The applicable rates, terms and conditions for: (a) FX Traffic are set forth in Section 6.5.2 above; (b), Optional EAS Traffic are set forth in Section 6.6 below; (c) 8YY Traffic are set forth in Section 6.9 below; (d) FGA Traffic are set forth in Section 6.5.2 above; (e) IntraLATA Toll Traffic are set forth in Section 6.12 below; and/or (f) MCA Traffic are set forth in Section 6.7 below.
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6.9 IntraLATA 800 Traffic:

- 6.9.1 The Parties shall provide to each other IntraLATA 800 Access Detail Usage Data for Customer billing and IntraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. On a monthly basis, at a minimum, the Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an End User billable Record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.
- 6.9.2 IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query. For AT&T SOUTHEAST REGION 9-STATE, each Party shall pay the other the appropriate switched access charges set forth in the AT&T SOUTHEAST REGION 9-STATE intrastate or interstate switched access tariffs. CLEC will pay AT&T SOUTHEAST REGION 9-STATE the database query charge as set forth in the AT&T SOUTHEAST REGION 9-STATE intrastate or interstate access services Tariff as filed and in effect with the FCC or appropriate Commission as applicable. Where technically feasible, each Party will provide to the other Party the appropriate Records, in accordance with industry standards, necessary for billing intraLATA 8YY customers. The Records provided will be in a standard EMI format. AT&T SOUTHEAST REGION 9-STATE provision of 8YY Toll Free Dialing (TFD) to CLEC requires interconnection from CLEC to AT&T SOUTHEAST REGION 9-STATE's 8YY Signal Channel Point (SCP). Such interconnections may be established, at CLEC's sole option, pursuant to AT&T-21STATE's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. In the event CLEC elects to launch queries to AT&T SOUTHEAST REGION 9-STATE's SCP, CLEC shall establish SS7 interconnection at the AT&T SOUTHEAST REGION 9-STATE Local Signal Transfer Points serving the AT&T SOUTHEAST REGION 9-STATE 8YY SCPs that CLEC desires to query. The terms and conditions for 8YY TFD are set out in AT&T SOUTHEAST REGION 9-STATE's intrastate access services tariff.

6.10 Meet-Point Billing (MPB) and IXC Switched Access Traffic Compensation:

- 6.10.1 Intercarrier compensation for Switched Access Traffic shall be on a MPB basis as described below.
- 6.10.2 The Parties will establish MPB arrangements in order to jointly provide Switched Access Services via the respective carrier's Tandem Office Switch in accordance with the MPB guidelines contained in the OBF's Multiple Exchange Carriers Ordering and Design (MECOD) and Multiple Exchange Carrier Access Billing (MECAB) documents, as amended from time to time.
- 6.10.3 Billing for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the Multiple Bill/Single Tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates. The Residual Interconnection Charge (RIC), if any, will be billed by the Party providing the End Office function.
- 6.10.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 6.10.5 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the MPB arrangement, when the Parties do not have all detailed Recordings for billing.
- 6.10.5.1 The Parties agree that AT&T SOUTHEAST REGION 9-STATE will bill IXCs for originating and terminating access charges from AT&T SOUTHEAST REGION 9-STATE Recordings when AT&T SOUTHEAST REGION 9-STATE has direct connections with IXCs via AT&T SOUTHEAST REGION 9-STATE's access tandem. AT&T SOUTHEAST REGION 9-STATE will pass EMI Records to CLEC when AT&T SOUTHEAST REGION 9-STATE is the Official Recording Company. The Parties also agree that AT&T SOUTHEAST REGION 9-STATE and CLEC will

exchange EMI records when each are acting as the Official Recording Company and the CLEC is the access tandem company with direct connections with IXCs.

- 6.10.5.2 The Parties also agree that AT&T-12STATE and CLEC will exchange EMI Records when each is acting as the Official Recording Company. As described in the MECAB document, the Official Recording Company for Tandem routed traffic is: (1) the End Office company for originating traffic, (2) the Tandem company for terminating traffic and (3) the SSP company for originating 800 traffic.
- 6.10.6 Information shall be passed or exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI Records cannot be transferred due to a transmission failure, Records can be provided via a mutually acceptable medium. The provision of Access Usage Records (AURs) to accommodate MPB will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals.
- 6.10.7 MPB shall also apply to all jointly provided Switched Access MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs).
 - 6.10.7.1 For AT&T-12STATE, the Party that performs the SSP function (launches the query to the 800 database) will bill the 800 Service Provider for this function.
 - 6.10.7.2 For AT&T SOUTHEAST REGION 9-STATE, CLEC will pay the database query charge set forth in the AT&T SOUTHEAST REGION 9-STATE intrastate or interstate access services Tariff.
- 6.10.8 AT&T-21STATE and CLEC agree to provide the other Party with notification of any discovered errors in the record exchange process within ten (10) Business Days of the discovery.
- 6.10.9 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) calendar days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no less than three (3) and no more than twelve (12) consecutive months of prior usage data.
- 6.11 Compensation for Origination and Termination of InterLATA Traffic:
 - 6.11.1 Where a CLEC originates or terminates its own End User InterLATA Traffic not subject to MPB, and such traffic is routed via AT&T FLORIDA, the CLEC must purchase feature group access service from AT&T-21STATE's state or federal access tariffs, whichever is applicable, to carry such InterLATA Traffic.
- 6.12 IntraLATA Toll Traffic Compensation:
 - 6.12.1 For intrastate IntraLATA Message Telephone Service (MTS) toll traffic, compensation for termination of such traffic will be at terminating access rates. For intrastate IntraLATA 800 Service, compensation for termination of such traffic will be at originating access rates, including the Carrier Common Line (CCL) charge where applicable. The appropriate access rates are set forth in each Party's intrastate access service tariff, but such compensation shall not exceed the compensation contained in AT&T-21STATE's tariff in whose exchange area the End User is located.
 - 6.12.2 For interstate IntraLATA MTS toll traffic, compensation for termination of such traffic will be at terminating access rates. For interstate IntraLATA 800 Service, compensation for termination of such traffic will be originating access rates, including the CCL charge where applicable. The appropriate access rates are set forth in each Party's interstate access service tariff, but such compensation shall not exceed the compensation contained in the AT&T-21STATE's tariff in whose exchange area the End User is located.
- 6.13 Billing Arrangements for Termination of Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic, ISP-Bound Traffic, Optional EAS Traffic and IntraLATA Toll Traffic:
 - 6.13.1 In AT&T-21STATE, each Party, unless otherwise agreed to by the Parties, will calculate terminating Interconnection MOUs based on standard switch Recordings made within terminating carrier's network for Non-toll VoIP-PSTN Traffic, Optional EAS Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic and in AT&T-

12STATE, Wholesale Local Switching Traffic. These Recordings are the basis for each Party to generate bills to the other Party.

- 6.13.1.1 Where CLEC is using terminating Recordings to bill intercarrier compensation, AT&T-12STATE will provide the terminating Records where available by means of the Daily Usage File (DUF) to identify traffic that originates from an End User being served by a Third Party telecommunications carrier using an AT&T-12STATE non-resale offering whereby AT&T-12STATE provides the End Office switching on a wholesale basis. Such Records will contain the Operating Company Number (OCN) of the responsible LEC that originated the calls which CLEC may use to bill such originating carrier for MOUs terminated on CLEC's network.
- 6.13.2 For those usage based charges where actual charge information is not determinable by AT&T WEST REGION 2-STATE because the jurisdiction (i.e., intrastate vs. local) or origin of the traffic is unidentifiable, the Parties will jointly develop a Percent Local Usage (PLU) factor in order to determine the appropriate charges. PLU is calculated by dividing the sum of Section 251(b)(5) Traffic and Non-toll VoIP-PSTN Traffic MOU and ISP-Bound Traffic MOU delivered to a Party for termination by the total MOU delivered to a Party for termination.
 - 6.13.2.1 CLEC and AT&T WEST REGION 2-STATE agree to exchange such reports and/or data as provided in this Attachment to facilitate the proper billing of traffic. Either Party may request an audit of such usage reports on no fewer than thirty (30) Business Days written Notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to auditor paid for by the Party requesting the audit. If mutual agreement cannot be reached within one (1) month of the date of the written request for an audit, the Parties shall use one (1) of the following independent auditors: PricewaterhouseCoopers, Ernst & Young, KPMG, or Deloitte Touche Tohmatsu (Big-4 Auditors). Selection of the Big-4 Auditor shall be made by the Party requesting the audit and the selected Big-4 Auditor must be independent as determined by current accounting and auditing standards promulgated by the appropriate accounting governing body. Such audit shall be requested within six (6) months of having received the usage reports from the other Party and may not be requested more than twice per year, once per calendar year for each call detail type unless the audit finds there has been a five percent (5%) or higher net error or variance in calculations. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past six (6) months. If, as a result of the audit, either Party has overstated the PLU or underreported the call detail usage by five percent (5%) or more, that Party shall reimburse the auditing Party for the cost of the audit.
- 6.13.3 AT&T SOUTHEAST REGION 9-STATE Jurisdictional Reporting Process:
 - 6.13.3.1 Each Party shall report to the other the projected PIU factors, including but not limited to PIU associated with facilities (PIUE) and Terminating PIU (TPIU) factors. The application of the PIU will determine the respective interstate traffic percentages to be billed at AT&T SOUTHEAST REGION 9-STATE's FCC No. 1 Tariff rates. All jurisdictional report requirements, rules and regulations for IXCs specified in AT&T SOUTHEAST REGION 9-STATE's interstate and/or intrastate access services tariff(s) will apply to CLEC. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local traffic and facilities. The intrastate toll traffic shall be billed at AT&T SOUTHEAST REGION 9-STATE's intrastate access services tariff rates. Each Party shall update its PIUs on the first of January, April, July and October of each year and shall send it to the other Party to be received no later than thirty (30) calendar days after the first of each such month to be effective the first bill period the following month, respectively, for all services showing the percentages of use for the past three (3) months ending the last day of December, March, June and September. Additional requirements associated with PIU calculations and reporting shall be as set forth in AT&T SOUTHEAST REGION 9-STATE's Jurisdictional Factors Reporting

Guide. If a party fails to report any previously-reported factors to the other party, the billing party shall assume that the previously-reported factors are still valid and applicable and use them.

- 6.13.3.2 Each Party shall report to the other a PLU factor. The application of the PLU will determine the amount of local or ISP-Bound minutes to be billed to the other Party. Each Party shall update its PLU on the first of January, April, July and October of each year and shall send it to the other Party to be received no later than thirty (30) calendar days after the first of each such month to be effective the first bill period the following month, respectively, based on local and ISP-Bound usage for the past three (3) months ending the last day of December, March, June and September, respectively. If a party fails to report any previously-reported factors to the other party, the billing party shall assume that the previously-reported factors are still valid and applicable and use them. Requirements associated with PLU calculation and reporting shall be as set forth in AT&T SOUTHEAST REGION 9-STATE's Jurisdictional Factors Reporting Guide.
- 6.13.3.3 Each Party shall report to the other a PLF factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to multiplexing, local channel and interoffice channel switched dedicated transport utilized in the provision of Local Interconnection Trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) calendar days after the first of each such month to be effective the first bill period the following month, respectively. If a party fails to report any previously-reported factors to the other party, the billing party shall assume that the previously-reported factors are still valid and applicable and use them. Requirements associated with PLF calculation and reporting shall be as set forth in AT&T SOUTHEAST REGION 9-STATE's Jurisdictional Factors Reporting Guide.
- 6.13.3.4 Notwithstanding the provisions in Section 6.13.3.1 above, Section 6.13.3.2 above and Section 6.13.3.3 above where AT&T SOUTHEAST REGION 9-STATE has message Recording technology that identifies the jurisdiction of traffic terminated to AT&T SOUTHEAST REGION 9-STATE, such information shall, at AT&T SOUTHEAST REGION 9-STATE's option, be utilized to determine the appropriate jurisdictional reporting factors (i.e., PLU, PIU and/or PLF), in lieu of those provided by CLEC. In the event that AT&T SOUTHEAST REGION 9-STATE opts to utilize its own data to determine jurisdictional reporting factors, AT&T SOUTHEAST REGION 9-STATE shall notify CLEC at least fifteen (15) calendar days prior to the beginning of the calendar quarter in which AT&T SOUTHEAST REGION 9-STATE will begin to utilize its own data.
- 6.13.3.5 On thirty (30) calendar days written Notice, CLEC must provide AT&T SOUTHEAST REGION 9-STATE the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. CLEC shall retain Records of call detail for a minimum of nine (9) months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours at an office designated by CLEC. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by an independent auditor chosen by AT&T SOUTHEAST REGION 9-STATE. The audited factor (PLF, PLU and/or PIU) shall be adjusted based upon the audit results and shall apply to the usage for the audited period through the time period when the audit is completed, to the usage for the quarter prior to the audit period and to the usage for the two (2) quarters following the completion of the audit. If, as a result of an audit, CLEC is found to have overstated the PLF, PLU and/or PIU **by five percentage points (5%) which has resulted in underbilling to CLEC of \$2500.00 per month or more**, CLEC shall reimburse AT&T SOUTHEAST REGION 9-STATE for the cost of the audit.
- 6.13.4 In states in which AT&T-21STATE has offered to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order, ISP-Bound Traffic will be calculated using the rebuttable 3:1 Presumption as set forth in Section 6.2.10 above of this Attachment.

- 6.13.5 The measurement of MOUs over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
- 6.13.6 All ISP-Bound Traffic for a given usage month shall be due and owing at the same time as payments for Section 251(b)(5) Traffic and Non-toll VoIP-PSTN Traffic under this Attachment. The Parties agree that all terms and conditions regarding disputed MOUs, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP-Bound Traffic the same as for Section 251(b)(5) Traffic and Non-toll VoIP-PSTN Traffic under this Attachment.
- 6.13.7 For billing disputes arising from Intercarrier Compensation charges, the Party challenging the disputed amounts (the "Non-Paying Party") may withhold payment for the amounts in dispute (the "Disputed Amounts") from the Party rendering the bill (the "Billing Party") only for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Late payment charges and interest will continue to accrue on the Disputed Amounts while the dispute remains pending. The Non-Paying Party need not pay late payment charges or interest on the Disputed Amounts for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Upon resolution of the dispute pertaining to the Disputed Amounts in accordance with the dispute resolution provisions of the General Terms and Conditions: (1) the Non-Paying Party will remit the appropriate Disputed Amounts to the Billing Party, together with all related interest and late payment charges, to the Billing Party within ten (10) thirty (30) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Billing Party; and/or (2) the Billing Party will render all appropriate credits and adjustments to the Non-Paying Party for the Disputed Amounts, together with all appropriate interest and late payment charges, within ten (10) thirty (30) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Non-Paying Party.
- 6.13.8 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) calendar days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no less than three (3) and no more than twelve (12) consecutive months of prior usage data.
- 6.14 Switched Access Traffic:
- 6.14.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an End User physically located in one (1) local exchange and delivered for termination to an End User physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in AT&T-21STATE's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that terminates over a Party's circuit switch, including traffic from a service that (i) originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the End User's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges not to exceed AT&T's access tariff rates; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:
- 6.14.1.1 IntraLATA Toll Traffic or Optional EAS Traffic from a CLEC End User that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider;
- 6.14.1.2 IntraLATA Toll Traffic or Optional EAS Traffic from an AT&T-21STATE End User that obtains local dial tone from AT&T-21STATE where AT&T-21STATE is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider;

- 6.14.1.3 Switched Access Traffic delivered to AT&T-21STATE from an IXC where the terminating number is ported to another CLEC and the IXC fails to perform the LNP query; and/or
 - 6.14.1.4 Switched Access Traffic delivered to either Party from a Third Party CLEC over Local Interconnection Trunk Groups destined to the other Party.
- 6.15 Notwithstanding anything to the contrary in this Agreement, each Party reserves its rights, remedies and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361 (Released April 21, 2004).
- 6.15.1 In the limited circumstances in which a Third Party CLEC delivers Switched Access Traffic as described in Section 6.15.1.4 above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups and unless the traffic was delivered over Local Interconnection Trunk Groups pursuant to an agreement filed with, and approved by, the Commission, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the Notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 6.15.1.4 above from the Local Interconnection Trunk Groups within sixty (60) calendar days of receipt of Notice from the other Party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the Third Party CLEC delivering such traffic to the extent it is not blocked.

7.0 Recording

7.1 Responsibilities of the Parties:

- 7.1.1 AT&T-21STATE will record all IXC transported messages for CLEC carried over all Feature Group Switched Access Services that are available to AT&T-21STATE provided Recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by AT&T-21STATE-provided equipment or operators) will not be recorded. The Recording equipment will be provided at locations selected by AT&T-21STATE.
- 7.1.2 AT&T-21STATE will perform Assembly and Editing, Message Processing and provision of applicable AUR detail for IXC transported messages if the messages are recorded by AT&T-21STATE.
- 7.1.3 AT&T-21STATE will provide AURs that are generated by AT&T-21STATE.
- 7.1.4 Assembly and Editing will be performed on all IXC transported messages recorded by AT&T-21STATE.
- 7.1.5 Standard EMI Record formats for the provision of Billable Message detail and AUR detail will be established by AT&T-21STATE and provided to CLEC.
- 7.1.6 Recorded Billable Message detail and AUR detail will not be sorted to furnish detail by specific End Users, by specific groups of End Users, by office, by feature group or by location.
- 7.1.7 AT&T-21STATE will provide message detail to CLEC in data files, (a File Transfer Protocol or Connect:Direct "NDM"), or any other mutually agreed upon process to receive and deliver messages using software and hardware acceptable to both Parties. In order for the CLEC to receive End User billable Records, the CLEC may be required to obtain CMDS Hosting service from AT&T or another CMDS Hosting service provider.
- 7.1.8 CLEC will identify separately the location where the Data Transmissions should be sent (as applicable) and the number of times each month the information should be provided. AT&T-21STATE reserves the right to limit the frequency of transmission to existing AT&T-21STATE processing and work schedules, holidays, etc.

- 7.2 AT&T-21STATE will determine the number of data files required to provide the AUR detail to CLEC.
- 7.2.1 Recorded Billable Message detail and/or AUR detail previously provided CLEC and lost or destroyed through no fault of AT&T-21STATE will not be recovered and made available to CLEC except on an individual case basis at a cost determined by AT&T-21STATE.
- 7.2.2 When AT&T-21STATE receives rated Billable Messages from an IXC or another LEC that are to be billed by CLEC, AT&T-21STATE may forward those messages to CLEC.
- 7.2.3 AT&T-21STATE will record the applicable detail necessary to generate AURs and forward them to CLEC for its use in billing access to the IXC.
- 7.2.4 When CLEC is the Recording Company, the CLEC agrees to provide its recorded Billable Messages detail and AUR detail data to AT&T-21STATE under the same terms and conditions of this Section.
- 7.3 Basis of Compensation:
- 7.3.1 AT&T-21STATE as the Recording Company, agrees to provide recording, Assembly and Editing, Message Processing and Provision of Message Detail for AURs ordered/required by the CLEC in accordance with this Section on a reciprocal, no-charge basis. CLEC, as the Recording Company, agrees to provide any and all AURs required by AT&T-21STATE on a reciprocal, no-charge basis. The Parties agree that this mutual exchange of Records at no charge to either Party shall otherwise be conducted according to the guidelines and specifications contained in the MECAB document.
- 7.4 Limitation of Liability:
- 7.4.1 Except as otherwise provided herein, Limitation of Liability will be governed by the General Terms and Conditions of this Agreement.
- 7.4.2 Except as otherwise provided herein, neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A Party shall not be liable for its inability to meet the terms of this Agreement where such inability is caused by failure of the first Party to comply with the obligations stated herein. Each Party is obliged to use its best efforts to mitigate damages.
- 7.4.3 When either Party is notified that, due to error or omission, incomplete data has been provided to the non-Recording Company, each Party will make reasonable efforts to locate and/or recover the data and provide it to the non-Recording Company at no additional charge. Such requests to recover the data must be made within sixty (60) calendar days from the date the details initially were made available to the non-Recording Company. If written notification is not received within sixty (60) calendar days, the Recording Company shall have no further obligation to recover the data and shall have no further liability to the non-Recording Company.
- 7.4.4 If, despite timely notification by the non-Recording Company, message detail is lost and unrecoverable as a direct result of the Recording Company having lost or damaged tapes or incurred system outages while performing recording, Assembly and Editing, rating, Message Processing and/or transmission of message detail, both Parties will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, the Recording Company's liability shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail.
- 7.4.5 Each Party will not be liable for any costs incurred by the other Party when transmitting data files via data lines and a transmission failure results in the non-receipt of data.

8.0 Transit Traffic

8.1 Introduction

- 8.1.1 This Section 8 sets forth the rates, terms and conditions for Transit Traffic Service when AT&T ARKANSAS, AT&T CALIFORNIA, AT&T INDIANA, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T NORTH CAROLINA, AT&T OHIO, AT&T OKLAHOMA, and/or AT&T TEXAS ("AT&T-TSP") acts as a transit service

provider for CLEC. Transit Traffic Service is provided to Telecommunications Carriers for Telecommunications Traffic that does not originate with, or terminate to, AT&T-TSP's End Users. Transit Traffic Service allows CLEC to exchange CLEC originated traffic with a Third Party Terminating Carrier, to which CLEC is not directly interconnected, and it allows CLEC to receive traffic originated by a Third Party Originating Carrier.

- 8.1.2 AT&T-TSP offers Transit Traffic Services to interconnected CLECs or to interconnected Out of Exchange Local Exchange Carriers.

8.2 Definitions

The definitions in this Section 8 are only for the purpose of Transit Traffic Service as set forth in this Section 8. If a definition herein conflicts with any definition in the General Terms and Conditions of the Agreement or this Attachment 02, then the definition herein governs for the purpose of this Section 8. To the extent that defined terms in the Agreement are used in this Section, but for which no definition appears herein, then the definition in the Agreement controls.

- 8.2.1 "AT&T Transit Service Provider" or ("AT&T-TSP") means as applicable, AT&T ARKANSAS, AT&T CALIFORNIA, AT&T INDIANA, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T OHIO, AT&T OKLAHOMA, AT&T NORTH CAROLINA, and/or AT&T TEXAS as those entities provide Transit Traffic Services to CLEC and Third Parties.
- 8.2.2 "Calling Party Number" or "CPN" is as defined in 47 C.F.R. § 64.1600(c).
- 8.2.3 "Local" means physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state Commission or regulatory agency; or physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.
- 8.2.4 "Loss" or "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).
- 8.2.5 "Third Party Originating Carrier" means a Telecommunications Carrier that originates Transit Traffic that transits AT&T-TSP's network and is delivered to CLEC.
- 8.2.6 "Third Party Terminating Carrier" means a Telecommunications Carrier to which traffic is terminated when CLEC originates traffic that is sent through AT&T-TSP's network, i.e., CLEC is using AT&T-TSP's Transit Traffic Service.
- 8.2.7 "Transit Traffic" means traffic originating on CLEC's network that is switched and transported by AT&T-TSP and delivered to a Third Party Terminating Carrier's network or traffic from a Third Party Originating Carrier's network. A call that is originated or terminated by a CLEC purchasing local switching pursuant to a commercial agreement with AT&T-TSP is not considered Transit Traffic for the purposes of this Attachment. Additionally Transit Traffic does not include traffic to/from IXCs.
- 8.2.8 "Transit Traffic MOUs" means all Transit Traffic minutes of use to be billed at the Transit Traffic rate by AT&T-TSP.
- 8.2.9 "Transit Traffic Service" is an optional switching and intermediate transport service provided by AT&T-TSP for Transit Traffic between CLEC and a Third Party Originating or Terminating Carrier, where CLEC is directly interconnected with an AT&T-TSP Tandem.

8.3 Responsibilities of the Parties

- 8.3.1 AT&T-TSP will provide CLEC with Transit Traffic Service to all Third Party Terminating Carriers with which AT&T-TSP is interconnected, within the same LATA, or outside of that LATA, to the extent a LATA boundary waiver exists.

8.3.2 Transit Traffic Service rates apply to all Transit Traffic that originates on CLEC's network. Transit Traffic Service rates are only applicable when calls do not originate with (or terminate to) an AT&T-TSP End User.

8.4 CLEC Originated Traffic

8.4.1 CLEC acknowledges and agrees that it is solely responsible for compensating Third Party Terminating Carriers for Transit Traffic that CLEC originates. AT&T-TSP will directly bill CLEC for CLEC-originated Transit Traffic. AT&T-TSP will not act as a billing intermediary, i.e., clearinghouse, between CLEC and Third Party Terminating Carriers, nor will AT&T-TSP pay any termination charges to the Third Party Terminating Carriers on behalf of CLEC.

8.4.2 If CLEC originates Transit Traffic destined to a Third Party Terminating Carrier with which CLEC does not have a traffic compensation arrangement, then CLEC will indemnify, defend and hold harmless AT&T-TSP against any and all Losses, including, without limitation, charges levied by such Third Party Terminating Carrier against AT&T-TSP for such Transit Traffic. Furthermore, If CLEC originates Transit Traffic destined for a Third Party Terminating Carrier with which CLEC does not have a traffic compensation arrangement, and a regulatory agency or court orders AT&T-TSP to pay such Third Party Terminating Carrier for the Transit Traffic AT&T-TSP has delivered to the Third Party Terminating Carrier, then CLEC will indemnify AT&T-TSP for any and all Losses related to such regulatory agency or court order, including, but not limited to, Transit Traffic termination charges, interest on such Transit Traffic Termination charges, and any billing and collection costs that AT&T-TSP may incur to collect any of the foregoing charges, interest or costs from CLEC.

8.4.3 CLEC shall be responsible for sending CPN and other appropriate information, as applicable, for calls delivered to AT&T-TSP's network. CLEC shall not strip, alter, modify, add, delete, change, or incorrectly assign or re-assign any CPN. If AT&T-TSP identifies improper, incorrect, or fraudulent use of local exchange services, or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, then CLEC agrees to cooperate to investigate and take corrective action. If CLEC is sending CPN to AT&T-TSP, but AT&T-TSP is not receiving proper CPN information, then CLEC will work cooperatively with AT&T-TSP to correct the problem. If AT&T-TSP does not receive CPN from CLEC, then AT&T-TSP cannot forward any CPN to the Third Party Terminating Carrier, and CLEC will indemnify, defend and hold harmless AT&T-TSP from any and all Losses arising from CLEC's failure to include CPN with Transit Traffic that AT&T-TSP delivers to a Third Party Terminating Carrier on behalf of CLEC.

8.4.4 CLEC, when acting as an originating carrier of Transit Traffic, has the sole responsibility for providing appropriate information to identify Transit Traffic to Third Party Terminating Carriers.

8.5 CLEC Terminated Traffic

8.5.1 CLEC shall not charge AT&T-TSP when AT&T-TSP provides Transit Traffic Service as the Transit Service Provider for calls terminated to CLEC.

8.5.2 Where AT&T-TSP is providing Transit Traffic Service to CLEC, AT&T-TSP will pass the CPN received from the Third Party Originating Carrier to CLEC. If AT&T-TSP does not receive CPN from the Third Party Originating Carrier, then AT&T-TSP cannot forward CPN to CLEC; therefore, CLEC will indemnify, defend and hold harmless AT&T-TSP from any and all Losses arising from or related to the lack of CPN in this situation. If AT&T-TSP or CLEC identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN from a Third Party Originating Carrier, CLEC agrees to cooperate with AT&T-TSP and the Third Party Originating Carrier to investigate and take corrective action. If the Third Party Originating Carrier is sending CPN, but AT&T-TSP or CLEC is not properly receiving the information, then CLEC will work cooperatively with AT&T-TSP and the Third Party Originating Carrier to correct the problem.

8.5.3 CLEC agrees to seek terminating compensation for Transit Traffic directly from the Third Party Originating Carrier. AT&T-TSP, as the Transit Service Provider, is not obligated to pay CLEC for such Transit Traffic, and AT&T-TSP is not to be deemed as the default originator of such Transit Traffic or be considered as the default originator.

8.6 Transit Traffic Routing/Trunk Groups

- 8.6.1 When CLEC has one or more switches in a LATA and it desires to exchange Transit Traffic with Third Parties through AT&T-TSP, CLEC shall trunk to AT&T-TSP Tandems in such LATA pursuant to terms in this Attachment 02. In the event CLEC has no switch in a LATA in which it desires to send Transit Traffic through AT&T-TSP, CLEC shall establish one or more POIs within such LATA and trunk from each POI to AT&T-TSP Tandems in such LATA pursuant to terms in this Attachment 02.
- 8.6.2 CLEC shall route Transit Traffic to the AT&T-TSP Tandem Office Switch from which the Third Party Terminating Carrier switch subtends.
- 8.6.3 Transit Traffic not routed to the appropriate AT&T-TSP Tandem by CLEC shall be considered misrouted. Transit Traffic routed by CLEC through any AT&T-TSP End Office Switch shall be considered misrouted. Upon written notification from AT&T-TSP of misrouting of Transit Traffic, CLEC will correct such misrouting within sixty (60) days.
- 8.6.4 AT&T ARKANSAS, AT&T CALIFORNIA, AT&T INDIANA, AT&T KANSAS, AT&T MISSOURI, AT&T OHIO, AT&T OKLAHOMA, and/or AT&T TEXAS only.
 - 8.6.4.1 The same facilities and trunking (ordering, provisioning, servicing, etc.) used pursuant to CLEC's Agreement and in this Attachment 02 to route Section 251(b)(5) Traffic will be used by AT&T-TSP to route Transit Traffic.
- 8.6.5 AT&T KENTUCKY and /or AT&T NORTH CAROLINA only
 - 8.6.5.1 The same facilities and trunking (ordering, provisioning, servicing, etc.) used pursuant to CLEC's Agreement for Transit Trunk Groups and in this Attachment 02 for Third Party Trunk Groups will be utilized for the routing of Transit Traffic.
- 8.7 Direct Trunking Requirements.
 - 8.7.1 When Transit Traffic originated by CLEC requires twenty-four (24) or more trunks, upon sixty (60) days written notice from AT&T-TSP, CLEC shall establish a direct trunk group or alternate transit arrangement between itself and the Third Party Terminating Carrier. Once a Trunk Group has been established, CLEC agrees to cease routing Transit Traffic through the AT&T-TSP Tandem to the Third Party Terminating Carrier (described above), unless AT&T-TSP and CLEC mutually agree otherwise.
- 8.8 Transit Traffic Rate Application
 - 8.8.1 AT&T CALIFORNIA, AT&T INDIANA, and/or, AT&T OHIO only
 - 8.8.1.1 The applicable Transit Traffic Service rate applies to all Transit Traffic MOUs. For AT&T CALIFORNIA, AT&T INDIANA, and/or AT&T OHIO, Transit Traffic MOUs include Local and IntraLATA toll minutes of use. CLEC agrees to compensate AT&T CALIFORNIA, AT&T INDIANA and/or AT&T OHIO as a transit service provider for the rate elements at the rate set forth in the Pricing Schedule.
 - 8.8.2 AT&T ARKANSAS, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T OKLAHOMA, AT&T NORTH CAROLINA, and/or AT&T TEXAS only
 - 8.8.2.1 The applicable Transit Traffic Service rate applies to all Transit Traffic MOUs. For AT&T ARKANSAS, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T OKLAHOMA, AT&T NORTH CAROLINA and/or AT&T TEXAS, Transit Traffic MOUs include Local minutes of use only. CLEC agrees to compensate AT&T ARKANSAS, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T OKLAHOMA, AT&T NORTH CAROLINA and/or AT&T TEXAS as a transit service provider for the rate elements at the rate set forth in the Pricing Schedule.
 - 8.8.3 AT&T MISSOURI only
 - 8.8.3.1 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, the Transit Traffic rate elements shall not apply to MCA Traffic (i.e., no transiting charges shall be assessed for MCA Traffic) for AT&T MISSOURI.

8.8.4 AT&T KENTUCKY and/or AT&T NORTH CAROLINA only

8.8.4.1 Traffic between CLEC and Wireless Type 1 Third Parties or Wireless Type 2A Third Parties that do not engage in Meet Point Billing with AT&T KENTUCKY and/or AT&T NORTH CAROLINA shall not be treated as Transit Traffic from a routing or billing perspective until such time as such traffic is identifiable as Transit Traffic.

8.8.4.2 CLEC shall send all IntraLATA toll traffic to be terminated by an independent telephone company to the End User's IntraLATA toll provider and shall not send such traffic to AT&T KENTUCKY and/or AT&T NORTH CAROLINA as Transit Traffic. IntraLATA toll traffic shall be any traffic that originates outside of the terminating independent telephone company's local calling area.

ATTACHMENT 03 - STRUCTURE ACCESS

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1.0 Introduction

- 1.1 This Attachment 03 - Structure Access (here-on referred to as "Appendix") sets forth the terms and conditions for Right(s) of Way (ROW), Conduits and Poles provided by AT&T-21STATE and CLEC.

2.0 Definitions

- 2.1 "Anchor" means a device, structure, or assembly which stabilizes a Pole and holds it in place. An Anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire, which, in turn, is attached to the Pole. The term Anchor does not include the guy strand which connects the Anchor to the Pole and includes only those Anchors which are owned by AT&T-21STATE, as distinguished from Anchors which are owned and controlled by other persons or entities.
- 2.2 "Anchor/Guy Strand" means supporting wires, typically stranded together, or other devices attached to a Pole and connecting that Pole to an Anchor or to another Pole for the purpose of increasing Pole stability. The term Anchor/Guy Strand includes, but is not limited to, strands sometimes referred to as Anchor strands, down guys, guy strands, and Pole-to-Pole guys.
- 2.3 "Application" means the process of requesting information related to records, Pole and/or Conduit availability, or make-ready requirements for AT&T-21STATE-owned or controlled Facilities. Each Application is limited in size to a maximum of 1) 100 consecutive Poles or 2) 10 consecutive Manhole sections or 5000 feet, whichever is greater. The Application includes (but is not limited to) request for records, records investigation and/or a field investigation, and Make-Ready Work.
- 2.4 "Assigned" when used with respect to Conduit or Duct space or Poles, means any space in such Conduit or Duct or on such Pole that is occupied by a Telecommunications Service provider or a municipal or other governmental authority. To ensure the judicious use of Poles and Conduits, space Assigned to a Telecommunications Service provider must be physically occupied by the service provider, be it AT&T-21STATE or a new entrant, within twelve (12) months of the space being Assigned.
- 2.5 "Attaching Party" means any Party wishing to make a physical Facility Attachment on or in any AT&T structure.
- 2.6 "Attachment" as used herein means the physical connection to AT&T-21STATE's ROW and all associated Structure Access connectivity.
- 2.7 "Available" when used with respect to Conduit or Duct space or Poles, means any usable space in such Conduit or Duct or on such Pole not assigned to a specific provider at the applicable time.
- 2.8 "Conduit" means a structure containing one or more Ducts, usually placed in the ground, in which cables or wires may be installed.
- 2.9 "Conduit Occupancy" means the presence of wire, cable, optical conductors, or other Facilities within any portion of AT&T-21STATE's Conduit System.
- 2.10 "Conduit System" means any combination of Ducts, Conduits, Manholes, and Handholes joined to form an integrated whole. In this Appendix, the term refers to Conduit Systems owned or controlled by AT&T-21STATE.
- 2.11 "Cost" means the charges made by AT&T-21STATE to CLEC for specific work performed, and shall be (a) the actual charges made by subcontractors to AT&T-21STATE for work and/or, (b) if the work was performed by AT&T-21STATE employees, it shall be calculated on an individual case basis, based on the estimated amount of work to be performed.
- 2.12 "Duct" means a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other Facilities. As used in this Appendix, the term Duct includes Inner-Ducts created by subdividing a Duct into smaller channels.
- 2.13 "Facilities" refer to any property or equipment used in the provision of Telecommunications Services.
- 2.14 "Handholes" means an enclosure, usually below ground level, used for the purpose of installing, operating, and maintaining facilities in a Conduit. A Handhole is too small to permit personnel to physically enter.

- 2.15 "Inner-Duct" means a pathway created by subdividing a Duct into smaller channels.
- 2.16 "Joint User" means a public utility (as a business organization, like an electric company, performing a public service and subject to special governmental regulation) which has entered into an Agreement with AT&T-21STATE providing reciprocal rights of attachment of Facilities owned by each Party to the Poles, Ducts, Conduits and ROW owned by the other Party.
- 2.17 "Joint Use Pole" means a pole not owned by AT&T-21STATE, but upon which AT&T-21STATE maintains its Facilities.
- 2.18 "Lashing" means an Attachment of a Sheath or Inner-Duct to a supporting strand.
- 2.19 "License" means any License issued pursuant to this Appendix and may, if the context requires, refer to Conduit Occupancy or Pole Attachment Licenses issued by AT&T-21STATE.
- 2.20 "Make-Ready Work" means all work performed or to be performed to prepare AT&T-21STATE's Conduit Systems, Poles or Anchors and related Facilities for the requested occupancy or attachment of CLEC's Facilities. Make-Ready Work includes, but is not limited to, clearing obstructions (e.g., by rodding Ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing Facilities on a Pole or in a Conduit System where such work is required solely to accommodate CLEC's Facilities and not to meet AT&T-21STATE's business needs or convenience. Make-Ready Work may require "dig ups" of existing Facilities and may include the repair, enlargement or modification of AT&T-21STATE's Facilities (including, but not limited to, Conduits, Ducts, Handholes and Manholes) or the performance of other work required to make a Pole, Anchor, Conduit or Duct usable for the initial placement of CLEC's Facilities.
- 2.21 "Manhole" means an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron or concrete Manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining Facilities in a Conduit.
- 2.22 "Occupancy" means the physical presence of Telecommunication Facilities in a Duct, on a Pole, or within a ROW.
- 2.23 "Overlashing" involves an attacher tying communication conductors to existing, supportive strands of cable on poles, which enables attachers to replace deteriorated cables or expand the capacity of existing facilities while reducing construction disruption and associated expense.
- 2.24 "Pole" means both utility Poles and Anchors but only to those utility Poles and Anchors owned or controlled by AT&T-21STATE, and does not include utility Poles or Anchors with respect to which AT&T-21STATE has no legal authority to permit attachments by other persons or entities.
- 2.25 "Pole Attachment Act" and "Pole Attachment Act of 1978" means those provisions of the Act, as amended, now codified as 47 U.S.C. § 224.
- 2.26 "Pre-License Survey" means all work and activities performed or to be performed to determine whether there is adequate capacity on a Pole or in a Conduit or Conduit System (including Manholes and Handholes) to accommodate CLEC's Facilities and to determine what Make-Ready Work, if any, is required to prepare the Pole, Conduit or Conduit System to accommodate CLEC's Facilities.
- 2.27 "Right(s) of Way (ROW)" means the right to use the land or other property of another party to place Poles, Conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.
- 2.28 "Sheath" or "Sheathing" means an outer covering containing communications wires, fibers, or other communications media.
- 2.29 "Spare Capacity" means any Poles, Conduit, Duct or Inner-Duct not currently assigned or subject to a pending Application for Attachment/Occupancy. Spare Capacity does not include an Inner-Duct (not to exceed one Inner-Duct per party) reserved by AT&T-21STATE, CLEC, or a Third Party for maintenance, repair, or emergency restoration.

3.0 General Provisions

3.1 Undertaking of AT&T-21STATE:

3.1.1 AT&T-21STATE shall provide CLEC with equal and nondiscriminatory access to Pole space, Conduits, Ducts, and ROW on terms and conditions equal to those provided by AT&T-21STATE to itself or to any other Telecommunications Service provider. Further, AT&T-21STATE shall not withhold or delay assignment of such Facilities to CLEC because of the potential or forecasted needs of itself or Third Parties.

3.2 Attachments and Occupancies Authorized by this Appendix:

3.2.1 AT&T-21STATE shall issue one or more Licenses to CLEC authorizing CLEC to attach Facilities to AT&T-21STATE's owned or controlled Poles and to place Facilities within AT&T-21STATE's owned or controlled Conduits, Ducts or ROW under the terms and conditions set forth in this Appendix and the Act.

3.2.2 Unless otherwise provided herein, authority to attach Facilities to AT&T-21STATE's owned or controlled Poles, to place Facilities within AT&T-21STATE's owned or controlled Conduits, Ducts or ROW shall be granted only in individual Licenses granted under this Appendix and the placement or use of such Facilities shall be determined in accordance with such Licenses and procedures established in this Appendix.

3.2.3 CLEC agrees that its attachment of Facilities to AT&T-21STATE's owned or controlled Poles, occupancy of AT&T-21STATE's owned or controlled Conduits, Ducts or ROW shall take place pursuant to the licensing procedures set forth herein, and AT&T-21STATE agrees that it shall not unreasonably withhold or delay issuance of such Licenses.

3.2.4 CLEC may not sublease or otherwise authorize any Third Party to use any part of the AT&T-21STATE Facilities licensed to CLEC under this Appendix, except that CLEC may lease its own Facilities to Third Parties, or allow Affiliates to over lash cables to CLEC cables. Notwithstanding the above, upon Notice to AT&T-21STATE, CLEC may permit Third Parties who have an Agreement with AT&T-21STATE to over lash to existing CLEC attachments in accordance with the terms and conditions of such Third Party's Agreement with AT&T-21STATE.

3.2.5 Attaching Party warrants that any overlashing the Attaching Party conducts or permits (via a third party or contractor) shall meet the following requirements: (1) the overlashing complies with the NESC and any other industry standards; (2) the Attaching Party has computed the pole loading with the additional overlashed facility, and the pole will not be overloaded with the addition of the overlashed facility; (3) the Attaching Party has determined that no make ready is necessary to accommodate the overlashed facility, or will insure that any make-ready necessary will be conducted before the overlashing occurs. Attaching Party agrees to indemnify AT&T-21STATE should any of the warranties be breached.

3.3 Licenses:

3.3.1 Subject to the terms and conditions set forth in this Appendix, AT&T-21STATE shall issue to CLEC one or more Licenses per state authorizing CLEC to place or attach Facilities in or to specified Poles, Conduits, Ducts or ROW owned or controlled by AT&T-21STATE located within the state on a "first-come, first-served" basis. AT&T-21STATE may deny a License Application if AT&T-21STATE determines that the Pole, Conduit or Duct space specifically requested by CLEC is necessary to meet AT&T-21STATE's present needs, or is Licensed by AT&T-21STATE to another CLEC, or is otherwise unavailable based on engineering concerns. AT&T-21STATE shall provide written Notice to CLEC within thirty (30) days time specifying in detail the reasons for denying CLEC's request. AT&T-21STATE shall have the right to designate the particular Duct(s) to be occupied, the location and manner in which CLEC's Facilities will enter and exit AT&T-21STATE's Conduit System and the specific location and manner of installation for any associated equipment which is permitted by AT&T-21STATE to occupy the Conduit System.

3.4 Access and Use of ROW:

3.4.1 AT&T-21STATE acknowledges that it is required by the Act to afford CLEC access to and use of all associated ROW to any sites where AT&T-21STATE's owned or controlled Poles, Manholes, Conduits,

Ducts or other parts of AT&T-21STATE's owned or controlled Conduit Systems are located.

- 3.4.2 AT&T-21STATE shall provide CLEC with access to and use of such ROW to the same extent and for the same purposes that AT&T-21STATE may access or use such ROW, including but not limited to access for ingress, egress or other access and to construct, utilize, maintain, modify, and remove Facilities for which Pole attachment, Conduit Occupancy, or ROW use Licenses have been issued, provided that any Agreement with a Third Party under which AT&T-21STATE holds such rights expressly or impliedly grants AT&T-21STATE the right to provide such rights to others.
- 3.4.3 Where AT&T-21STATE notifies CLEC that AT&T-21STATE's Agreement with a Third Party does not expressly or impliedly grant AT&T-21STATE the ability to provide such access and use rights to others, upon CLEC's request, AT&T-21STATE will use its best efforts to obtain the owner's consent and to otherwise secure such rights for CLEC. CLEC agrees to reimburse AT&T-21STATE for the reasonable and demonstrable Costs incurred by AT&T-21STATE in obtaining such rights for CLEC.
- 3.4.4 In cases where a Third Party Agreement does not grant AT&T-21STATE the right to provide access and use rights to others as contemplated in Section 3.4.2 above and AT&T-21STATE, despite its best efforts, is unable to secure such access and use rights for CLEC in accordance with Section 3.4.3 above, or, in the case where CLEC elects not to invoke its rights under Section 3.4.2 above or Section 3.4.3 above, CLEC shall be responsible for obtaining such permission to access and use such ROW. AT&T-21STATE shall cooperate with CLEC in obtaining such permission and shall not prevent or delay any Third Party assignment of ROWs to CLEC.
- 3.4.5 Where AT&T-21STATE has any ownership or ROW to buildings or building complexes, or within buildings or building complexes, AT&T-21STATE shall offer to CLEC through a License or other attachment:
 - 3.4.5.1 The right to use any available space owned or controlled by AT&T-21STATE in the building or building complex to install CLEC equipment and Facilities; and
 - 3.4.5.2 Ingress and egress to such space.
- 3.4.6 Except to the extent necessary to meet the requirements of the Act, neither this Appendix nor any License granted hereunder shall constitute a conveyance or assignment of any of either Party's rights to use any public or private ROW, and nothing contained in this Appendix or in any License granted hereunder shall be construed as conferring on one Party any right to interfere with the other Party's access to any such public or private ROW.
- 3.5 No Effect on AT&T-21STATE's Right to Convey Property:
 - 3.5.1 Nothing contained in this Appendix or in any License issued hereunder shall in any way affect the right of AT&T-21STATE to convey to any other person or entity any interest in real or personal property, including any Poles, Conduit or Ducts to or in which CLEC has attached or placed Facilities pursuant to Licenses issued under this Appendix provided however that AT&T-21STATE shall give CLEC reasonable advance written Notice of such intent to convey.
 - 3.5.2 Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to CLEC. AT&T-21STATE shall have the right to grant, renew and extend rights and privileges to others not Parties to this Agreement, by contract or otherwise, to use any Pole, Anchor, or Conduit System covered by this Appendix and CLEC's rights hereunder.
- 3.6 No Effect on AT&T-21STATE's Rights to Manage its Own Facilities:
 - 3.6.1 This Appendix shall not be construed as limiting or interfering with AT&T-21STATE's rights set forth below, except to the extent expressly provided by the provisions of this Appendix or Licenses issued hereunder or by the Act or other applicable laws, rules or regulations:
 - 3.6.1.1 To locate, relocate, move, replace, modify, maintain, and operate AT&T-21STATE's own Facilities within AT&T-21STATE's Conduits, Ducts or ROW or any of AT&T-21STATE's Facilities attached to AT&T-21STATE's Poles at any time and in any reasonable manner which AT&T-

21STATE deems appropriate to serve its End Users, avail itself of new business opportunities, or otherwise meet its business needs; or

- 3.6.1.2 enter into new agreements or arrangements with other persons or entities permitting them to attach or place their Facilities to or in AT&T-21STATE's Poles, Conduits or Ducts; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new Attachments or arrangements shall not substantially interfere with CLEC's Pole Attachment, Conduit Occupancy or ROW use rights provided by Licenses issued pursuant to this Appendix.

3.7 No Effect on CLEC's Rights to Manage its Own Facilities:

3.7.1 This Appendix shall not be construed as limiting or interfering with CLEC's rights set forth below, except to the extent expressly provided by the provisions of this Appendix or Licenses issued hereunder or by the Act or other applicable laws, rules or regulations:

3.7.1.1 To locate, relocate, move, replace, modify, maintain, and operate its own Facilities within AT&T-21STATE's Conduits, Ducts or ROW or its Facilities attached to AT&T-21STATE's Poles at any time and in any reasonable manner which CLEC deems appropriate to serve its End Users, avail itself of new business opportunities, or otherwise meet its business needs; or

3.7.1.2 To enter into new agreements or arrangements with other persons or entities permitting CLEC to attach or place its Facilities to or in such other persons' or entities' Poles, Conduits or Ducts, or ROW; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new Attachments or arrangements shall not conflict with CLEC's obligations under Licenses issued pursuant to this Appendix.

3.8 No Right to Interfere with Facilities of Others:

3.8.1 The provisions of this Appendix or any License issued hereunder shall not be construed as authorizing either Party to this Appendix to rearrange or interfere in any way with any of the other Party's Facilities, with the Facilities of other persons or entities, or with the use of or access to such Facilities by such other party or such other persons or entities, except to the extent expressly provided by the provisions of this Appendix or any License issued hereunder or by the Act or other applicable laws, rules or regulations.

3.8.2 CLEC acknowledges that the Facilities of persons or entities other than AT&T-21STATE and CLEC may be attached to or occupy AT&T-21STATE's Poles, Conduits, Ducts and ROW.

3.8.3 AT&T-21STATE shall not attach, or give permission to any Third Parties to attach Facilities to, existing CLEC Facilities without CLEC's prior written consent. If AT&T-21STATE becomes aware of any such unauthorized attachment to CLEC Facilities, AT&T-21STATE shall use its best efforts to rectify the situation as soon as practicable.

3.8.4 With respect to Facilities occupied by CLEC or the subject of an Application for attachment by CLEC, AT&T-21STATE will give to CLEC sixty (60) calendar days written Notice for Conduit extensions or reinforcements, sixty (60) calendar days written Notice for Pole line extensions, sixty (60) calendar days written Notice for Pole replacements, and sixty (60) calendar days written Notice of AT&T-21STATE's intention to construct, reconstruct, expand or place such Facilities or of AT&T-21STATE's intention not to maintain or use any existing Facility.

3.8.4.1 Where AT&T-21STATE elects to abandon or remove AT&T-21STATE Facilities, the Facilities will be offered to existing occupants on a first-in, first-right to maintain basis. The first existing occupant electing to exercise this option will be required to execute the appropriate Agreement with AT&T-21STATE to transfer (purchase Attachment) ownership from AT&T-21STATE to that existing occupant, subject to then-existing licenses pertaining to such Facilities. If none of the existing occupants elect to maintain such Facilities, all occupants will be required to remove their existing Facilities within ninety (90) calendar days of written Notice from AT&T-21STATE.

3.8.4.2 If an emergency or provisions of an applicable joint use Agreement require AT&T-21STATE to construct, reconstruct, expand or replace Poles, Conduits or Ducts occupied by CLEC or the subject of an Application for Attachment by CLEC, AT&T-21STATE will notify CLEC as soon as reasonably practicable of such proposed construction, reconstruction, expansion or replacement to enable CLEC, if it so desires, to request that a Pole, Conduit or Duct of greater height or capacity be utilized to accommodate an anticipated Facility need of CLEC.

3.8.5 Upon request and at CLEC's expense, AT&T-21STATE shall remove any retired cable from Conduit Systems to allow for the efficient use of Conduit space within a reasonable period of time. AT&T-21STATE retains salvage rights on any cable removed. In order to safeguard its structures and Facilities, AT&T-21STATE reserves the right to remove retired cables and is under no obligation to allow CLEC the right to remove such cables. Based on sound engineering judgment, there may be situations where it would neither be feasible nor practical to remove retired cables.

3.9 Assignment of Space:

3.9.1 Assignment of space on Poles, in Conduits or Ducts and within ROW's will be made pursuant to Licenses granted by AT&T-21STATE on an equal basis to AT&T-21STATE, CLEC and other Telecommunication Service providers.

4.0 Requirements and Specifications

4.1 Industry recognized standards are incorporated below by reference. CLEC agrees that its Facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications:

4.1.1 The Blue Book Manual of Construction Procedures, Special Report SR TAP 001421, published by iconectiv f/k/a Telcordia Technologies, f/k/a Bell Communications Research, Inc. ("BellCore"), and sometimes referred to as the "Blue Book";

4.1.2 The National Electrical Code (NEC); and

4.1.3 The current version of The National Electrical Safety Code (NESC).

4.2 Changes in Industry Recognized Standards:

4.2.1 CLEC agrees to rearrange its Facilities in accordance with changes in the standards published in the publications specified in Section 4.1 above of this Appendix if required by law to do so or upon the mutual Agreement of the Parties.

4.3 Additional Electrical Design Specifications:

4.3.1 CLEC agrees that, in addition to specifications and requirements referred to in Section 4.1 above, CLEC's Facilities placed in AT&T-21STATE's Conduit System shall meet all of the following electrical design specifications:

4.3.1.1 No Facility shall be placed in AT&T-21STATE's Conduit System in violation of FCC regulations.

4.3.1.2 CLEC's Facilities placed in AT&T-21STATE's Conduit System shall not be designed to use the earth as the sole conductor for any part of CLEC's circuits.

4.3.1.3 CLEC's Facilities carrying more than 50 volts AC rms (root mean square) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded Sheath or shield.

4.3.1.4 No coaxial cable of CLEC shall occupy a Conduit System containing AT&T-21STATE's cable unless such cable of CLEC meets the voltage limitations of Article 820 of the National Electrical Code referred to in Section 4.1.2 above.

4.3.1.5 CLEC's coaxial cable may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half (1/2) amperes and where such cable has two (2)

separate grounded metal Sheaths or shields and a suitable insulating jacket over the outer Sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer Sheath shall not exceed 200 micro-amperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.

- 4.3.1.6 Neither Party shall circumvent the other Party's corrosion mitigation measures. Each Party's new Facilities shall be compatible with the other Party's Facilities so as not to damage any Facilities of the other Party by corrosion or other chemical reaction.

4.4 Additional Physical Design Specifications:

- 4.4.1 CLEC's Facilities placed in AT&T-21STATE's Conduit System must meet all of the following physical design specifications:

- 4.4.1.1 Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in AT&T-21STATE's Conduit or Ducts.
- 4.4.1.2 The integrity of AT&T-21STATE's Conduit System and overall safety of AT&T-21STATE's personnel and other personnel working in AT&T-21STATE's Conduit System requires that "dielectric cable" be placed when CLEC's cable Facility utilizes an alternative Duct or route that is shared in the same trench by any current carrying Facility of a power utility.
- 4.4.1.3 New construction splices in CLEC's fiber optic and twisted pair cables shall be located in Manholes, pull boxes or Handholes.

4.5 Additional Specifications Applicable to Connections:

- 4.5.1 The following specifications apply to connections of CLEC's Conduit to AT&T-21STATE's Conduit System:

- 4.5.1.1 CLEC will be permitted to connect its Conduit or Duct only at an AT&T-21STATE Manhole. No attachment will be made by entering or breaking into Conduit between Manholes. All necessary work to install CLEC Facilities will be performed by CLEC or its contractor at CLEC's expense. In no event shall CLEC or its contractor "core bore" or make any other modification to AT&T-21STATE Manhole(s) without the prior written approval of AT&T-21STATE, which approval will not be unreasonably delayed or withheld.
- 4.5.1.2 If CLEC constructs or utilizes a Duct connected to AT&T-21STATE's Manhole, the Duct and all connections between that Duct and AT&T-21STATE's Manhole shall be sealed, to the extent practicable, to prevent the entry of gases or liquids into AT&T-21STATE's Conduit System. If CLEC's Duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into AT&T-21STATE's Conduit System.

4.6 Requirements Relating to Personnel, Equipment, Material, and Construction Procedures Generally:

- 4.6.1 Duct clearing, rodding or modifications required to grant CLEC access to AT&T-21STATE's Conduit Systems may be performed by AT&T-21STATE at CLEC's expense at charges which represent AT&T-21STATE's actual Costs. Alternatively (at CLEC's option) such work may be performed by a contractor who demonstrates compliance with AT&T-21STATE certification requirements, which certification requirements shall be consistent with F.C.C. rules. The Parties acknowledge that CLEC, its contractors, and other persons acting on CLEC's behalf will perform work for CLEC (e.g., splicing CLEC's Facilities) within AT&T-21STATE's Conduit System. CLEC represents and warrants that neither CLEC nor any Person Acting on CLEC's behalf shall permit any person to climb or work on or in any of AT&T-21STATE's Poles or to enter AT&T-21STATE's Manholes or work within AT&T-21STATE's Conduit System unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to Pole or the Conduit Systems and to perform the work safely.
- 4.6.2 CLEC's Facilities within AT&T-21STATE's Conduit System shall be constructed, placed, rearranged, modified, and removed upon receipt of License specified in Section 6.1. However, no such License will be

- required for the inspection, maintenance, repair or non-physical modifications of CLEC's Facilities.
- 4.6.3 Rodding or clearing of Ducts in AT&T-21STATE's Conduit System shall be done only when specific authorization for such work has been obtained in advance from AT&T-21STATE, which authorization shall not be unreasonably delayed or withheld by AT&T-21STATE. The Parties agree that such rodding or clearing shall be performed according to existing industry standards and practices. CLEC may contract with AT&T-21STATE for performance of such work or (at CLEC's option) with a contractor who demonstrates compliance with AT&T-21STATE certification requirements.
- 4.6.4 Personnel performing work on AT&T-21STATE's or CLEC's behalf in AT&T-21STATE's Conduit System shall not climb on, step on, or otherwise disturb the other Party's or any Third Party's cables, air pipes, equipment, or other Facilities located in any Manhole or other part of AT&T-21STATE's Conduit System.
- 4.6.5 Personnel performing work on AT&T-21STATE's or CLEC's behalf within AT&T-21STATE's Conduit System (including any Manhole) shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable Sheathing and other materials brought by them to the work site.
- 4.6.6 All of CLEC's Facilities shall be firmly secured and supported in accordance with Telcordia and industry standards as referred to in Section 4.1 above.
- 4.6.7 Identification of Facilities in Conduit/Manholes:
- 4.6.7.1 CLEC's Facilities shall be plainly identified with CLEC's name in each Manhole with a firmly affixed permanent tag that meets standards set by AT&T-21STATE for its own Facilities.
- 4.6.8 Identification of Pole Attachments.
- 4.6.8.1 CLEC's Facilities attached to AT&T-21STATE Poles shall be plainly identified with CLEC's name firmly affixed at each Pole by a permanent tag that meets industry standards as referred to in Section 4.1 above.
- 4.6.9 Manhole pumping and purging required in order to allow CLEC's work operations to proceed shall be performed by a vendor approved by AT&T-21STATE in compliance with AT&T-21STATE Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures", and any amendments, revisions or supplements thereto and in compliance with all regulations and standards established by the United States Environmental Protection Agency and by any applicable state or local environmental regulators.
- 4.6.10 Planks or other types of platforms shall not be installed using cables, pipes or other equipment as a means of support. Platforms shall be supported only by cable racks.
- 4.6.11 Any leak detection liquid or device used by CLEC or personnel performing work on CLEC's Facilities within AT&T-21STATE's Conduit System shall be of a type approved by AT&T-21STATE or Telcordia as referenced in Section 4.1 above.
- 4.6.12 When CLEC or personnel performing work on CLEC's behalf are working within or in the vicinity of any part of AT&T-21STATE's Poles or Conduit System which is located within, under, over, or adjacent to streets, highways, alleys or other traveled ROW, CLEC and all personnel performing work on CLEC's behalf shall follow procedures which CLEC deems appropriate for the protection of persons and property. CLEC shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. CLEC will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger. AT&T-21STATE shall have no responsibility for the safety of personnel performing work on CLEC's behalf, for the safety of bystanders, and for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes. AT&T-21STATE reserves the right to suspend CLEC's activities on, in or in the vicinity of AT&T-21STATE's Poles or Conduit System if, in AT&T-21STATE's reasonable judgment, any hazardous condition arises due to the activity (including both acts and omissions) of CLEC or any personnel performing work on CLEC's behalf, which suspension shall cease when the condition has been rectified.

- 4.6.13 Except for protective screens, no temporary cover shall be placed by CLEC or personnel performing work on CLEC's behalf over an open Manhole unless it is at least four (4) feet above the surface level of the Manhole opening.
- 4.6.14 Smoking or the use of any open flame is prohibited in AT&T-21STATE's Manholes, in any other portion of AT&T-21STATE's Conduit System, or within ten (10) feet of any open Manhole entrance; provided that this provision will not prohibit the use of spark producing tools such as electric drills, fusion splicers, etc.
- 4.6.15 Artificial lighting, when required, will be provided by CLEC. Only explosion proof lighting fixtures shall be used.
- 4.6.16 Neither CLEC nor personnel performing work on CLEC's behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in AT&T-21STATE's Conduit System (including any Manhole) during work operations performed within or in the vicinity of AT&T-21STATE's Conduit System.
- 4.6.17 CLEC will abide by any laws, regulations or ordinances regarding the use of spark producing tools, equipment or devices in AT&T-21STATE's Manholes, in any other portions of AT&T-21STATE's Conduit System, or within ten (10) feet of any open Manhole opening. This includes, but is not limited to, such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like.

4.7 Opening of Manholes:

- 4.7.1 The following requirements apply to the opening of AT&T-21STATE's Manholes and the authority of AT&T-21STATE personnel present when work on CLEC's behalf is being performed within or in the vicinity of AT&T-21STATE's Conduit System.
 - 4.7.1.1 AT&T-21STATE's Manholes shall be opened only as permitted by AT&T-21STATE's authorized employees or agents, which permission shall not be unreasonably denied or delayed.
 - 4.7.1.2 CLEC shall notify AT&T-21STATE forty-eight (48) hours in advance of any routine work operation requiring entry into any of AT&T-21STATE's Manholes.
 - 4.7.1.3 CLEC shall be responsible for obtaining any necessary authorization from appropriate authorities to open Manholes for Conduit work operations therein.
 - 4.7.1.4 AT&T-21STATE's authorized employee or agent shall not direct or control the conduct of CLEC's work at the work site. The presence of AT&T-21STATE's authorized employee or agent at the work site shall not relieve CLEC or personnel performing work on CLEC's behalf of their responsibility to conduct all work operations within AT&T-21STATE's Conduit System in a safe and workmanlike manner.
 - 4.7.1.5 Although AT&T-21STATE's authorized employee or agent shall not direct or control the conduct of CLEC's work at the work site, AT&T-21STATE's employee or agent shall have the authority to suspend CLEC's work operations within AT&T-21STATE's Conduit System if, in the reasonable discretion of such AT&T-21STATE employee or agent, it appears that any hazardous conditions arise or any unsafe practices are being followed by CLEC or personnel performing work on CLEC's behalf.

4.8 Occupational Safety and Health Administration (OSHA) Compliance: Notice to AT&T-21STATE of Unsafe Conditions:

- 4.8.1 CLEC agrees that:
 - 4.8.1.1 Its Facilities shall be constructed, placed, maintained, repaired, and removed in accordance with OSHA's rules and regulations promulgated thereunder.
 - 4.8.1.2 All persons acting on CLEC's behalf, including but not limited to CLEC's employees, agents, contractors, and subcontractors shall, when working on or within AT&T-21STATE's Poles or Conduit System, comply with OSHA and all rules and regulations thereunder.
 - 4.8.1.3 CLEC shall establish appropriate procedures and controls to assure compliance with all

requirements of this Section.

- 4.8.1.4 CLEC (and any Person Acting on CLEC's Behalf) may report unsafe conditions on, in or in the vicinity of AT&T-21STATE's Poles or Conduit System to AT&T-21STATE.

4.9 Compliance with Environmental Laws and Regulations:

- 4.9.1 CLEC acknowledges that, from time to time, environmental contaminants may enter AT&T-21STATE's Conduit System and accumulate in Manholes or other Conduit Facilities and that certain Conduits (Transite type) are constructed with asbestos-containing materials. If AT&T-21STATE has knowledge of the presence of such contaminants in a Conduit for which CLEC has applied for or holds a License, AT&T-21STATE will promptly notify CLEC of such fact.

- 4.10 Notwithstanding any of AT&T-21STATE's notification requirements in this Appendix, CLEC acknowledges that some of AT&T-21STATE's Conduit is fabricated from asbestos-containing materials. Such Conduit is generally marked with a designation of "C Fiber Cement Conduit", "Transite", or "Johns-Manville". Until proven otherwise, CLEC will presume that all Conduit not fabricated of plastic, tile, or wood is asbestos-containing and will handle it pursuant to all applicable regulations relating to worker safety and protection of the environment.

- 4.11 AT&T-21STATE makes no representations to CLEC or personnel performing work on CLEC's behalf that AT&T-21STATE's Conduit System or any specific portions thereof will be free from environmental contaminants at any particular time. CLEC agrees to comply with the following provisions relating to compliance with environmental laws and regulations:

- 4.11.1 CLEC's Facilities shall be constructed, placed, maintained, repaired, and removed in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws, including but not limited to the Resource Conservation and Recovery Act (42 U.S.C. §§ 9601 et. seq.), the Toxic Substance Control Act (15 U.S.C. §§ 2601 2629), the Clean Water Act (33 U.S.C. §§ 1251 et. seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f 300j).

- 4.11.2 All persons acting on CLEC's behalf, including but not limited to CLEC's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of AT&T-21STATE's Poles or Conduit System, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations.

- 4.11.3 CLEC shall establish appropriate procedures and controls to assure compliance with all requirements of this section. AT&T-21STATE will be afforded a reasonable opportunity to review such procedures and controls and provide comments that will be reasonably considered in advance of their implementation. Review and comment by AT&T-21STATE pursuant to this section will be provided in a timely manner.

- 4.11.4 CLEC and all personnel performing work on CLEC's behalf shall comply with such standards and practices as AT&T-21STATE and CLEC may from time to time mutually agree to adopt to comply with environmental laws and regulations including, without limitation, AT&T-21STATE Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures". Pursuant to this practice, neither CLEC nor AT&T-21STATE nor personnel performing work on either Party's behalf shall discharge water or any other substance from any AT&T-21STATE Manhole or other Conduit Facility onto public or private property, including any storm water drainage system, without first testing such water or substance for contaminants in accordance with mutually agreed standards and practices and determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person. No such waste material shall be deposited on AT&T-21STATE premises for storage or disposal.

4.12 Compliance with Other Governmental Requirements:

- 4.12.1 CLEC agrees that its Facilities attached to AT&T-21STATE's Facilities shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter. CLEC shall comply with all statutes, ordinances, rules, regulations and other laws requiring the marking and lighting of aerial wires, cables and other structures to ensure that

such wires, cables and structures are not a hazard to aeronautical navigation. CLEC shall establish appropriate procedures and controls to assure such compliance by all persons acting on CLEC's behalf, including but not limited to, CLEC's employees, agents, contractors, and subcontractors.

4.13 Differences in Standards or Specifications:

4.13.1 To the extent that there may be differences in any applicable standards or specifications referred to in Section 4.0 above, the most stringent standard or specification shall apply.

4.14 CLEC Solely Responsible for the Condition of Its Facilities:

4.14.1 CLEC shall be responsible at all times for the condition of its Facilities and its compliance with the requirements, specifications, rules, regulations, ordinances, and laws specified above. In this regard, AT&T-21STATE shall have no duty to CLEC to inspect or monitor the condition of CLEC's Facilities (including but not limited to splices and other Facilities connections) located within AT&T-21STATE's Conduit and Ducts or any attachment of CLEC's Facilities to AT&T-21STATE's Poles, Anchors, Anchor/Guy Strands or other Pole Facilities. AT&T-21STATE may, however, conduct such inspections and audits of its Poles and Conduit System as AT&T-21STATE determines reasonable or necessary. Such inspection and audits shall be conducted at AT&T-21STATE's expense with the exception of (1) follow-up inspection to confirm remedial action after an observed CLEC violation of the requirements of this Appendix; and (2) inspection of CLEC Facilities in compliance with a specific mandate of appropriate governmental authority for which inspections the Cost shall be borne by CLEC.

4.14.2 Either Party may audit the other Party's compliance with the terms of this Section.

4.14.3 Observed safety hazards or imminent Facility failure conditions of another Party shall be reported to the affected Party where such Party can be readily identified.

4.15 Efficient use of Conduit:

4.15.1 AT&T-21STATE will install Inner-Ducts to increase Duct space in existing Conduit as Facilities permit. The full complement of Inner-Ducts will be installed which can be accommodated under sound engineering principles. The number of Inner-Ducts which can reasonably be installed will be determined by AT&T-21STATE.

5.0 Additional CLEC Responsibilities

5.1 Third Party Property Owners:

5.1.1 Licenses granted under this Section authorize CLEC to place Facilities in, or attach Facilities to, Poles, Conduits and Ducts owned or controlled by AT&T-21STATE but do not affect the rights of landowners to control terms and conditions of access to their property.

5.1.1.1 CLEC agrees that neither CLEC nor any persons acting on CLEC's behalf, including but not limited to CLEC's employees, agents, contractors, and subcontractors, shall engage in any conduct which damages public or private property in the vicinity of AT&T-21STATE's Poles or Conduit System, interferes in any way with the use or enjoyment of public or private property except as expressly permitted by the owner of such property, or creates a hazard or nuisance on such property (including, but not limited to, a hazard or nuisance resulting from any abandonment or failure to remove CLEC's Facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on CLEC's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).

5.2 Required Permits, Certificates and Licenses:

5.2.1 CLEC shall be responsible for obtaining any building permits or certificates from governmental authorities necessary to construct, operate, maintain and remove its Facilities on public or private property.

5.2.2 CLEC shall not attach or place its Facilities to or in AT&T-21STATE's Poles, Conduit or Duct located on any property for which it or AT&T-21STATE has not first obtained all required authorizations.

5.2.3 AT&T-21STATE shall have the right to request evidence that all appropriate authorizations have been obtained. However, such request shall not delay AT&T-21STATE's Pre-License Survey work.

5.3 Lawful Purposes:

5.3.1 All Facilities placed by CLEC in AT&T-21STATE's Conduit and Ducts or on AT&T-21STATE's Poles, Anchors or Anchor/Guy Strands must serve a lawful purpose and the uses made of CLEC's Facilities must comply with all applicable federal, state, and local laws and with all federal, state, and local regulatory rules, regulations, and requirements. In this regard, CLEC shall not utilize any Facilities occupying or attached to AT&T-21STATE's Conduits, Ducts or Poles for the purpose of providing any services which it is not authorized by law to provide or for the purpose of enabling any other person or entity to provide any such services.

6.0 Facilities and Licenses

6.1 Licenses Required:

6.1.1 Before placing any Facilities in AT&T-21STATE's Conduits or Ducts or attaching any Facilities to AT&T-21STATE's Poles, Anchors or Anchor/Guy Strands, CLEC must first apply for and receive a written License from AT&T-21STATE.

6.2 Provision of Records and Information to CLEC:

6.2.1 In order to obtain information regarding Facilities, CLEC shall make a written request to AT&T-21STATE, identifying with reasonable specificity the geographic area for which Facilities are required, the types and quantities of the required Facilities and the required in-service date. In response to such request, AT&T-21STATE shall provide CLEC with information regarding the types, quantity and location (which may be provided by provision of route maps) and availability of AT&T-21STATE Poles, Conduit and ROW located within the geographic area specified by CLEC. Provision of information under the terms of this section shall include the right of CLEC employees or agents to obtain copies of engineering records or drawings which pertain to those Facilities within the geographic area identified in CLEC's request. Such copies of records shall be provided to CLEC via courier at the expense of CLEC or otherwise available at the records location center. For AT&T-21STATE requests, the contact information can be found on the AT&T CLEC Online website under Structure Access. The Costs of producing and mailing copies of records, which are to be paid by CLEC, are on an individual case basis. The components which make up the total Costs are the sum of:

6.2.1.1 AT&T-21STATE employee Costs based on the time spent researching, reviewing and copying records

6.2.1.2 Copying costs

6.2.1.3 Shipping costs

6.3 No Warranty of Record Information:

6.3.1 CLEC acknowledges that records and information provided by AT&T-21STATE pursuant to Section 6.2 above may not reflect field conditions and that physical inspection is necessary to verify presence and condition of outside plant Facilities and ROW. In providing such records and information, AT&T-21STATE assumes no liability to CLEC or any Third Party for errors/omissions contained therein.

6.4 Determination of Availability:

6.4.1 AT&T-21STATE shall provide Pole, Conduit and ROW availability information in response to a request from CLEC which identifies with reasonable specificity the Facilities for which such information is desired. If such request includes Joint Use Pole(s), AT&T-21STATE shall respond with respect to such Joint Use Pole(s) as

to what Make-Ready Work is required for AT&T-21STATE's Facilities only. Notwithstanding any other provision, AT&T-21STATE shall not determine space availability upon any Joint Use Pole(s). CLEC may elect to be present at any field based survey of Facilities identified pursuant to this paragraph and AT&T-21STATE shall provide CLEC at least forty-eight (48) hours notice prior to initiating such field survey. CLEC employees or agents shall be permitted to enter AT&T-21STATE Manholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-eight (48) hours notice to AT&T-21STATE, with a AT&T-21STATE representative present and at CLEC's expense.

6.5 Assignment of Conduit, Duct and Pole Space:

6.5.1 AT&T-21STATE shall not unreasonably deny or delay issuance of any License and, in any event, AT&T-21STATE shall issue such License as follows: (a) after the determination has been made that Make-Ready Work is not required, or (b) completion of Make-Ready Work.

6.5.1.1 No Make-Ready Work Required:

6.5.1.1.1 If AT&T-21STATE determines that no Make-Ready Work is required, AT&T-21STATE shall approve Applications for Pole attachment and Conduit Occupancy Licenses and issue such Licenses within twenty (20) Business Days after the determination has been made that no Make-Ready Work is required, but in no event later than forty-five (45) calendar days after AT&T-21STATE receives CLEC's Application, which period shall exclude any time AT&T-21STATE is awaiting a response from CLEC.

6.5.1.2 Make-Ready Work Required:

6.5.1.2.1 If Make-Ready Work is to be performed by AT&T-21STATE, such available space shall remain in effect until Make-Ready Costs are presented to CLEC and approval by CLEC pursuant to the time frames herein. If CLEC approves AT&T-21STATE's Make-Ready Work Costs, CLEC shall have twelve (12) months from the date of Application approval to install its Facilities.

6.5.1.2.2 If CLEC rejects AT&T-21STATE's Costs for Make-Ready Work, but then elects to perform the Make-Ready Work itself or through a contractor or if CLEC elects from the time of Application to perform the Make-Ready Work itself or through a contractor, CLEC shall install its Facilities within twelve (12) months from the date that CLEC informs AT&T-21STATE that CLEC will perform Make-Ready Work. In the event CLEC does not install its Facilities within the time frames set out in this Section, the assignment shall be void and such space shall become available.

7.0 Make-Ready Work

7.1 Work Performed by AT&T-21STATE:

7.1.1 If performed by AT&T-21STATE, Make-Ready Work to accommodate CLEC's Facilities on Poles, Joint Use Pole(s) or in Conduit System shall be included in the normal work load schedule of AT&T-21STATE with construction responsibilities in the geographic areas where the relevant Poles or Conduit Systems are located and shall not be entitled to priority, advancement, or preference over other work to be performed by AT&T-21STATE in the ordinary course of AT&T-21STATE's business.

7.1.2 If CLEC desires Make-Ready Work to be performed on an expedited basis and AT&T-21STATE agrees to perform the work on such a basis, AT&T-21STATE shall recalculate the estimated Make-Ready Work charges to include any expedite charges. If CLEC accepts AT&T-21STATE's revised estimate of charges, CLEC shall pay such additional charges.

7.2 All charges for Make-Ready Work, including work on Joint Use Pole(s), performed by AT&T-21STATE are payable in advance, with the amount of any such advance payment to be due within sixty (60) calendar days after receipt of an invoice from AT&T-21STATE. AT&T-21STATE will begin Make-Ready Work required to accommodate CLEC after receipt of CLEC's Make-Ready Work payment. After receipt of payment, AT&T-21STATE will schedule the work for

completion.

7.3 Work Performed by Certified Contractor:

7.3.1 In lieu of obtaining performance of Make-Ready Work by AT&T-21STATE, CLEC at its option may arrange for the performance of such work by a contractor certified by AT&T-21STATE to work on or in its Facilities. Certification shall be granted based upon reasonable and customary criteria employed by AT&T-21STATE in the selection of its own contract labor. Notwithstanding any other provisions of this Section, CLEC may not employ a contractor to accomplish Make-Ready Work if AT&T-21STATE is likewise precluded from contractor selection under the terms of an applicable joint use Agreement or collective bargaining Agreement. In accordance with Section 4.6.9 above, all Manhole pumping and purging shall be performed by a vendor approved by AT&T-21STATE.

7.4 Completion of Make-Ready Work:

7.4.1 AT&T-21STATE will issue a License to CLEC once all Make-Ready Work necessary to CLEC's attachment or occupancy has been completed.

8.0 Application Form and Fees

8.1 Application Process:

8.1.1 To apply for a License under this Appendix, CLEC shall submit the appropriate AT&T-21STATE administrative form(s), which can be found on the AT&T CLEC On-Line website, (two (2) sets of each and either a route map specifically indicating CLEC desired route or engineered drawings are to be included). CLEC has the option of (1) requesting copies of AT&T-21STATE records only, (2) requesting a records and/or field survey to determine availability, and/or (3) requesting a Make-Ready Work estimate. Any Joint Use Pole(s) included in such a request shall be included in the records/field survey and Make-Ready Work estimate. Before the Application and Conduit Occupancy License or Application and Pole Attachment License form is approved for attachment, Make-Ready Work must be complete or a records or field survey conducted by AT&T-21STATE has determined that Make-Ready Work is not required. CLEC shall submit with CLEC's License Application a proposed or estimated construction schedule as set forth below in Section 11.0 below.

8.2 AT&T-21STATE will process License Applications in the order in which they are received; provided, however, that when CLEC has multiple Applications on file with AT&T-21STATE, CLEC may designate its desired priority of completion of pre-licenses and Make-Ready Work with respect to all such Applications.

8.2.1 Each Application for a License under this Section shall specify the proposed route of CLEC's Facilities and identify, as specifically as possible, the Conduits and Ducts or Poles, Joint Use Pole(s) and Pole Facilities along the proposed route in which CLEC desires to place or attach its Facilities, and describe the physical size, weight and jacket material of the cable which CLEC desires to place in each Conduit or Duct or the number and type of cables, apparatus enclosures and other Facilities which CLEC desires to attach to each Pole or Joint Use Pole.

8.2.2 Each Application for a License under this Section shall be accompanied by a proposed (or estimated) construction schedule containing the information specified in Section 11.1 below of this Appendix, and an indication of whether CLEC will, at its option, perform its own Make-Ready Work.

8.3 Multiple Cables, Multiple Services, Lashing or Placing Additional Cables, and Replacement of Facilities:

8.3.1 CLEC may include multiple cables in a single License Application and multiple services (e.g., CATV and non CATV services) may be provided by CLEC in the same cable Sheath. CLEC's Lashing additional cable to existing Facilities and placing additional cables in Conduits or Ducts already occupied by CLEC's Facilities shall be permitted, and no additional fees will be applied; provided, however, that if CLEC desires to lash additional cable to existing Facilities of a Third Party, CLEC shall provide AT&T-21STATE with reasonable Notice, and shall obtain written permission from the owner of the existing Facilities. If AT&T-21STATE determines that the requested Lashing would violate safety or engineering requirements, AT&T-21STATE

shall provide written Notice to CLEC within a reasonable time specifying in detail AT&T-21STATE's findings. If CLEC desires to place additional cables in Conduits or Ducts which are already occupied, or to replace existing Facilities with new Facilities substantially different from those described in Licenses in effect, CLEC must apply for and acquire a new License specifically describing the physical size, weight and jacket material of the cable to be placed in AT&T-21STATE's Conduits and Ducts or the physical size, weight, and jacket type of cables and the size and weight of apparatus enclosures and other Facilities to be attached to AT&T-21STATE Poles.

- 8.4 Each Application shall designate an employee as CLEC's single point of contact for any and all purposes of that Application under this Section, including, but not limited to, processing Licenses and providing records and information. CLEC may at any time designate a new point of contact by giving written Notice of such change while the Application is open.

9.0 Processing of Applications (Including Pre-License Surveys and Field Inspections)

9.1 CLEC's Priorities:

- 9.1.1 When CLEC has multiple Applications on file with AT&T-21STATE, CLEC shall designate its desired priority of completion of Pre-License Surveys and Make-Ready Work with respect to all such Applications.

9.2 Pre-License Survey:

- 9.2.1 After CLEC has submitted its written Application for a License, a Pre-License Survey (including a field inspection) will be performed by either Party, in the company of a representative of the other Party as mutually agreed, to determine whether AT&T-21STATE's Poles, Anchors and Anchor/Guy Strands, or Conduit System, in their present condition, can accommodate CLEC's Facilities, without substantially interfering with the ability of AT&T-21STATE or any other authorized person or entity to use or access the Pole, Anchor or Anchor/Guy Strand or any portion of AT&T-21STATE's Conduit System or Facilities attached to AT&T-21STATE's Pole or placed within or connected to AT&T-21STATE's Conduit System. If a Pre-License Survey is to be conducted by AT&T-21STATE, AT&T-21STATE will provide CLEC the Costs to perform the Pre-License Survey. After receipt of CLEC's payment of Pre-License Survey Costs, AT&T-21STATE will schedule the survey. If CLEC gives its prior written consent in writing, the determination of Duct availability may include the rodding of Ducts at CLEC's expense.

- 9.2.1.1 The purpose of the Pre-License Survey is to determine whether CLEC's proposed attachments to AT&T-21STATE's Poles or occupancy of AT&T-21STATE's Conduit and Ducts will substantially interfere with use of AT&T-21STATE's Facilities by AT&T-21STATE and others with Facilities occupying, connected or attached to AT&T-21STATE's Pole or Conduit System and to determine what Make-Ready Work is required to accommodate CLEC's Facilities on AT&T-21STATE's Poles, Joint Use Pole(s), or Conduit, Duct, or ROW and the cost associated with AT&T-21STATE performing such Make-Ready Work and to provide information to CLEC for its determination of whether the Pole, Anchor, Anchor/Guy Strand, Conduit, Duct, or ROW is suitable for its use.

- 9.2.1.2 Based on information provided by AT&T-21STATE, CLEC shall determine whether AT&T-21STATE's Pole, Anchor, Anchor/Guy Strand, Conduit and Duct Facilities are suitable to meet CLEC's needs.

- 9.2.1.3 AT&T-21STATE may not unreasonably refuse to continue to process an Application based on AT&T-21STATE's determination that CLEC's proposed use of AT&T-21STATE's Facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. CLEC shall be responsible for making its own, independent determination that its use of such Facilities will be in compliance with such requirements, specifications, rules, regulations, ordinances and laws. CLEC acknowledges that AT&T-21STATE is not explicitly or implicitly warranting to CLEC that CLEC's proposed use of AT&T-21STATE's Facilities will be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws.

9.3 Administrative Processing:

9.3.1 The administrative processing portion of the Pre-License Survey (which includes without limitation processing the Application, preparing Make-Ready Work orders, notifying Joint Users and other persons and entities of work requirements and schedules, coordinating the relocation/rearrangement of AT&T-21STATE and/or other Licensed Facilities) will be performed by AT&T-21STATE at CLEC's expense. Anything to the contrary herein notwithstanding, AT&T-21STATE shall bear no responsibility for the relocation, rearrangement or removal of Facilities used for the transmission or distribution of electric power.

10.0 Issuance of Licenses

10.1 Obligation to Issue Licenses:

10.1.1 AT&T-21STATE shall issue a License to CLEC pursuant to this Section. AT&T-21STATE and CLEC acknowledge that each Application for a License shall be evaluated on an individual basis. Nothing contained in this section shall be construed as abridging any independent Pole attachment rights or Conduit or Duct access rights which CLEC may have under the provisions of any applicable federal or state laws or regulations governing access to AT&T-21STATE's Poles, Conduits and Ducts, to the extent the same are not inconsistent with the Act. Each License issued hereunder shall be for an indefinite term, subject to CLEC's compliance with the provisions applicable to such License and further subject to CLEC's right to terminate such License at any time for any reason upon at least thirty (30) calendar days prior written Notice.

10.2 Multiple Applications:

10.2.1 CLEC acknowledges the following:

10.2.1.1 That multiple parties including AT&T-21STATE may seek to place their Facilities in AT&T-21STATE's Conduit and Ducts or make attachments to Poles at or about the same time.

10.2.1.2 That the Make-Ready Work required to prepare AT&T-21STATE's Facilities to accommodate multiple applicants may differ from the Make-Ready Work required to accommodate a single applicant.

10.2.1.3 That issues relating to the proper apportionment of Costs arise in multi-applicant situations that do not arise in single applicant situations.

10.2.1.4 That cooperation and negotiations between all applicants and AT&T-21STATE may be necessary to resolve disputes involving multiple Applications for permission to place Facilities in/on the same Pole, Conduit, Duct, or ROW.

10.2.2 All Applications will be processed on a first-come, first-served basis.

10.3 Agreement to Pay for All Make-Ready Work Completed:

10.3.1 CLEC's submission of written authorization for Make-Ready Work shall also constitute CLEC's agreement to pay additional Cost-based charges, if any, for completed Make-Ready Work.

10.4 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities:

10.4.1 CLEC shall make arrangements with the owners of other Facilities located in or connected to AT&T-21STATE's Conduit System or attached to AT&T-21STATE's Poles, Anchors or Anchor/Guy Strands regarding reimbursement for any expenses incurred by them in transferring or rearranging their Facilities to accommodate the placement or attachment of CLEC's Facilities in or to AT&T-21STATE's structures.

10.5 License:

10.5.1 When CLEC's Application for a Pole attachment or Conduit Occupancy License is approved, and all required Make-Ready Work completed, AT&T-21STATE will execute and return a signed authorization to CLEC, as appropriate, authorizing CLEC to attach or place the specified Facilities on AT&T-21STATE's

Poles or in AT&T-21STATE's Conduit or Ducts.

10.5.2 Each License issued under this Section shall authorize CLEC to attach to AT&T-21STATE's Poles or place or maintain in AT&T-21STATE's Conduit or Ducts only those Facilities specifically described in the License, and no others.

10.5.3 Except as expressly stated to the contrary in individual Licenses issued hereunder, each License issued pursuant to this Section shall incorporate all terms and conditions of this Section whether or not such terms or conditions are expressly incorporated by reference on the face of the License itself.

11.0 Construction of CLEC's Facilities

11.1 Construction Schedule:

11.1.1 CLEC shall submit with CLEC's License Application a proposed or estimated construction schedule. Promptly after the issuance of a License permitting CLEC to attach Facilities to AT&T-21STATE's Poles or place Facilities in AT&T-21STATE's Conduit or Ducts, CLEC shall provide AT&T-21STATE with an updated construction schedule and shall thereafter keep AT&T-21STATE informed of significant anticipated changes in the construction schedule.

11.1.2 Construction schedules required by this Section shall include, at a minimum, the following information:

11.1.2.1 The name, title, business address, and business telephone number of the manager responsible for construction of the Facilities;

11.1.2.2 The names of each contractor and subcontractor which will be involved in the construction activities;

11.1.2.3 The estimated dates when construction will begin and end; and

11.1.2.4 The approximate dates when CLEC or persons acting on CLEC's behalf will be performing construction work in connection with the placement of CLEC's Facilities in AT&T-21STATE's Conduit or Ducts.

11.2 Additional Pre- construction Procedures for Facilities Placed in Conduit System:

11.2.1 The following procedures shall apply before CLEC places Facilities in AT&T-21STATE's Conduit System:

11.2.1.1 CLEC shall give written notice of the type of Facilities which are to be placed; and

11.2.1.2 AT&T-21STATE shall designate the particular Duct or Ducts or inner Ducts (if Available) to be occupied by CLEC's Facilities, the location and manner in which CLEC's Facilities will enter and exit AT&T-21STATE's Conduit System, and the specific location and manner of installation of any associated equipment which is permitted by AT&T-21STATE to occupy the Conduit System. CLEC may not occupy a Duct other than the specified Duct without the express written consent of AT&T-21STATE. AT&T-21STATE shall provide to CLEC space in Manholes for racking and storage of up to fifty (50) feet of cable, provided space is available.

11.3 Responsibility for Constructing or Placing Facilities:

11.3.1 AT&T-21STATE shall have no obligation to construct any Facilities for CLEC or to attach CLEC's Facilities to, or place CLEC's Facilities in, AT&T-21STATE's Poles or Conduit System, except as may be necessary to facilitate the interconnection of unbundled network elements or except to the extent expressly provided in this Section, any License issued hereunder, or by the Telecommunications Act or any other applicable law.

11.4 CLEC Responsible for Constructing, Attaching and Placing Facilities:

11.4.1 Except where otherwise mutually agreed by CLEC and AT&T-21STATE, CLEC shall be responsible for constructing its own Facilities and attaching those Facilities to, or placing them in AT&T-21STATE's Poles, Conduit or Ducts at CLEC's sole Cost and expense. CLEC shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or

services in connection with the construction and placement of CLEC's Facilities and for directing the activities of all persons acting on CLEC's behalf while they are physically present on AT&T-21STATE's Pole, in any part of AT&T-21STATE's Conduit System or in the vicinity of AT&T-21STATE's Poles or Conduit System.

- 11.5 Compliance with Applicable Standards, Health and Safety Requirements, and Other Legal Requirements:
- 11.5.1 CLEC shall construct its Facilities in accordance with the provisions of this section and all Licenses issued hereunder.
 - 11.5.2 CLEC shall construct, attach and place its Facilities in compliance with all Requirements and Specifications set forth above in this Appendix.
 - 11.5.3 CLEC shall satisfy all Legal Requirements set forth above in the Appendix.
 - 11.5.4 CLEC shall not permit any person acting on CLEC's behalf to perform any work on AT&T-21STATE's Poles or within AT&T-21STATE's Conduit System without first verifying, to the extent practicable, on each date when such work is to be performed, that the condition of the Pole or Conduit System is suitable for the work to be performed. If CLEC or any person working on CLEC's behalf determines that the condition of the Pole or Conduit System is not suitable for the work to be performed, CLEC shall notify AT&T-21STATE of the condition of the Pole or Conduit System in question and shall not proceed with construction activities until CLEC is satisfied that the work can be safely performed.
- 11.6 Construction Notices:
- 11.6.1 If requested to do so, CLEC shall provide AT&T-21STATE with information to reasonably assure AT&T-21STATE that construction has been performed in accordance with all applicable standards and requirements.
- 11.7 Points for Attachment:
- 11.7.1 AT&T-21STATE shall specify the point of attachment of each Pole or Anchor to be occupied by CLEC's Facilities, and such CLEC's Facilities shall be attached above AT&T-21STATE's Facilities. When the Facilities of more than one applicant are involved, AT&T-21STATE will attempt, to the extent practicable, to designate the same relative position on each Pole or Anchor for each applicant's Facilities.
- 11.8 CLEC power supply units shall be located in accordance with the National Electrical Safety Code and the Telcordia Blue Book, Manual of Constructions Procedures as referenced in Section 4.0 above.
- 11.9 AT&T-21STATE will evaluate and approve in its sole discretion, on an individual case basis, the location of certain pole mounted equipment, such as cabinets, amplifiers and wireless equipment including but not limited to antennas. The approval and location of such attachments are dependent upon factors including but not limited to climbing space requirements and the types of existing attachments.
- 11.10 CLEC shall hold AT&T-21STATE harmless and indemnify AT&T-21STATE for damages to itself or Third Parties in accordance with the General Terms and Conditions of this Agreement, that result from the operation or maintenance of CLEC's attachments, including but not limited to power supplies, antennas, cabinets and wireless equipment.
- 11.11 Manhole and Conduit Break-Outs:
- 11.11.1 CLEC shall be permitted to add Conduit ports to AT&T-21STATE Manholes when existing Conduits do not provide the pathway connectivity needed by CLEC; provided the structural integrity of the Manhole is maintained, and sound engineering judgment is employed.
- 11.12 Completion of CLEC Construction:
- 11.12.1 For each CLEC Attachment to or occupancy within AT&T-21STATE Facilities, CLEC will provide to AT&T-21STATE's single-point of contact (within twenty (20) calendar days of CLEC construction-complete date) a complete set of actual placement drawings for posting to AT&T-21STATE records.

12.0 Use and Routine Maintenance of CLEC's Facilities

12.1 Use of CLEC's Facilities:

12.1.1 Each License granted under this Section authorizes CLEC to have access to CLEC's Facilities on or in AT&T-21STATE's Poles, Conduits and Ducts as needed for the purpose of serving CLEC's End Users, including, but not limited to, powering electronics, monitoring Facilities, or transporting signaling.

12.2 Routine Maintenance of CLEC's Facilities:

12.2.1 Each License granted under this section authorizes CLEC to engage in routine maintenance of CLEC's Facilities located on or in AT&T-21STATE's Poles, Conduits, Ducts and ROW pursuant to such License. CLEC shall give reasonable written notice to the affected public authority or private landowner as appropriate before commencing the construction or installation of its attachments or making any material alterations thereto. CLEC shall give reasonable Notice to AT&T-21STATE before performing any work, whether or not of a routine nature, in AT&T-21STATE's Conduit System.

12.3 CLEC Responsible for Maintenance of CLEC's Facilities:

12.3.1 CLEC shall maintain its Facilities in accordance with the provisions of this Section (including but not limited to all requirements set forth in this Appendix) and all Licenses issued hereunder. CLEC shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of CLEC's Facilities and for directing the activities of all persons acting on CLEC's behalf while they are physically present on AT&T-21STATE's Poles, within AT&T-21STATE's Conduit System or in the immediate vicinity of such Poles or Conduit System.

12.4 AT&T-21STATE Is Not Responsible for Maintaining CLEC's Facilities:

12.4.1 AT&T-21STATE shall have no obligation to maintain any Facilities which CLEC has attached or connected to, or placed in, AT&T-21STATE's Poles, Conduits, Ducts or any portion of AT&T-21STATE's Conduit System, except to the extent expressly provided by the provisions of this section or any License issued hereunder, or by the Act or other applicable laws, rules or regulations.

12.5 Information Concerning the Maintenance of CLEC's Facilities:

12.5.1 Promptly after the issuance of a License permitting CLEC to attach Facilities to, or place Facilities in AT&T-21STATE's Poles, Conduits or Ducts, CLEC shall provide AT&T-21STATE with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of CLEC's Facilities, and shall thereafter notify AT&T-21STATE of changes to such information. The manager responsible for routine maintenance of CLEC's Facilities shall, on AT&T-21STATE's request, identify any contractor, subcontractor, or other person performing maintenance activities on CLEC's behalf at a specified site and shall, on AT&T-21STATE's request, provide such additional documentation relating to the maintenance of CLEC's Facilities as reasonably necessary to demonstrate that CLEC and all persons acting on CLEC's behalf are complying with the requirements of this section and Licenses issued hereunder.

12.6 Identification of Personnel Authorized to Have Access to CLEC's Facilities:

12.6.1 All personnel authorized to have access to CLEC's Facilities shall, while working on AT&T-21STATE's Poles, in its Conduit System or Ducts or in the vicinity of such Poles, Ducts or Conduit Systems, carry with them suitable identification and shall, upon the request of any AT&T-21STATE employee, produce such identification.

13.0 Modification and Replacement of CLEC's Facilities

13.1 Notification of Planned Modification or Replacement of Facilities:

13.1.1 CLEC shall, when practicable, notify AT&T-21STATE in writing at least sixty (60) calendar days before adding to, relocating, replacing or otherwise modifying its Facilities attached to a AT&T-21STATE Pole,

Anchor or Anchor/Guy Strand or located in any AT&T-21STATE Conduit or Duct. The Notice shall contain sufficient information to enable AT&T-21STATE to determine whether the proposed addition, relocation, replacement, or modification is permitted under CLEC's present License or requires a new or amended License.

13.2 New or Amended License Required:

13.2.1 A new or amended License will be required if the proposed addition, relocation, replacement, or modification:

13.2.1.1 Requires that CLEC use additional space on AT&T-21STATE's Poles or in its Conduits or Ducts (including but not limited to any additional Ducts, inner Ducts, or substantial space in any Handhole or Manhole) on either a temporary or permanent basis; or

13.2.1.2 Results in the size or location of CLEC's Facilities on AT&T-21STATE's Poles or in its Conduit or Ducts being appreciably different from those described and authorized in CLEC's present License (e.g. different Duct or size increase causing a need to re-calculate storm loadings, guying, or Pole class).

14.0 Rearrangement of Facilities at the Request of Another

14.1 Make-Ready Work:

14.1.1 If it is determined that Make-Ready Work will be necessary to accommodate Attaching Party's Facilities, Attaching Party shall have forty-five (45) calendar days (the "acceptance period") to either:

14.1.1.1 submit payment for the estimate authorizing AT&T-21STATE or its contractor to complete the Make-Ready Work; or

14.1.1.2 advise AT&T-21STATE of its willingness to perform the proposed Make-Ready Work itself if permissible in the application area.

14.1.2 Make-Ready Work performed by Attaching Party, or by an Authorized Contractor selected by Attaching Party, shall be performed in accordance with AT&T-21STATE's specifications and in accordance with the same standards and practices which would be followed if such work were being performed by AT&T-21STATE or AT&T-21STATE's contractors. Neither Attaching Party nor Authorized Contractors selected by Attaching Party shall conduct such work in any manner which degrades the integrity of AT&T-21STATE's Structures or interferes with any existing use of AT&T-21STATE's Facilities or the Facilities of any other user.

14.1.3 AT&T-21STATE shall determine, in the exercise of sound engineering judgment, whether or not Make-Ready Work is necessary or possible. In determining whether Make-Ready Work is necessary or what Make-Ready Work is necessary, AT&T-21STATE shall endeavor to minimize its Costs to CLEC. If it is determined that such Make-Ready Work is required, AT&T-21STATE shall provide CLEC with the estimated Costs for Make-Ready Work and a Make Ready-Work Due Date.

14.1.4 CLEC shall be solely responsible for negotiating with persons or entities other than AT&T-21STATE for the rearrangement of such persons' or entities' Facilities or structures and, except where such rearrangement is for the benefit of AT&T-21STATE and/or other CLECs as well as CLEC, shall be solely responsible for paying all charges attributable to the rearrangement of such Facilities; provided, however, that if Facilities rearrangements require new Licenses from AT&T-21STATE, AT&T-21STATE shall issue such Licenses in conjunction with the issuance of the applied-for License to CLEC.

14.2 Rearrangement of CLEC's Facilities at AT&T-21STATE's Request:

14.2.1 CLEC acknowledges that, from time to time, it may be necessary or desirable for AT&T-21STATE to change out Poles, relocate, reconstruct, or modify portions of its Conduit System or rearrange Facilities contained therein or connected thereto and that such changes may be necessitated by AT&T-21STATE's business needs or authorized Application of another entity seeking access to AT&T-21STATE's Poles or Conduit

- Systems. CLEC agrees that CLEC will, upon AT&T-21STATE's request, and at AT&T-21STATE's expense, but at no Cost to CLEC, participate with AT&T-21STATE (and other CLECs) in the relocation, reconstruction, or modification of AT&T-21STATE's Conduit System or Facilities rearrangement. CLEC acknowledges that, from time to time, it may be necessary or desirable for AT&T-21STATE to change out Poles, relocate, reconstruct, or modify portions of its Conduit System or rearrange Facilities contained therein or connected thereto as a result of an order by a municipality or other governmental authority. CLEC shall, upon AT&T-21STATE's request, participate with AT&T-21STATE (and other CLECs) in the relocation, reconstruction, or modification of AT&T-21STATE's Conduit System or Facilities rearrangement and pay its proportionate share of any costs of such relocation, reconstruction, or modification that are not reimbursed by such municipality or governmental authority.
- 14.2.2 CLEC shall make all rearrangements of its Facilities within such period of time as is jointly deemed reasonable by the parties based on the amount of rearrangements necessary and a desire to minimize chances for service interruption or Facility-based service denial to a CLEC End User.
- 14.2.3 If CLEC fails to make the required rearrangements within the time prescribed or within such extended periods of time as may be granted by AT&T-21STATE in writing, AT&T-21STATE may perform such rearrangements with written Notice to CLEC, and CLEC shall reimburse AT&T-21STATE for actual costs and expenses incurred by AT&T-21STATE in connection with the rearrangement of CLEC's Facilities; provided, however, that nothing contained in this Section or any License issued hereunder shall be construed as requiring CLEC to bear any expenses which, under the Act or other applicable federal or state laws or regulations, are to be allocated to persons or entities other than CLEC; and provided further, however, that CLEC shall have no responsibility for rearrangement costs and expenses relating to rearrangements performed for the purpose of meeting AT&T-21STATE's business needs.

15.0 Emergency Repairs and Pole Replacements

15.1 Responsibility for Emergency Repairs; Access to Maintenance Duct:

- 15.1.1 In general, each Party shall be responsible for making emergency repairs to its own Facilities and for formulating appropriate plans and practices enabling such Party to make such repairs.
- 15.1.2 Nothing contained in this Appendix shall be construed as requiring either Party to perform any repair or service restoration work of any kind with respect to the other Party's Facilities or the Facilities of joint users.
- 15.1.3 Maintenance Ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any entity with Facilities in the Conduit section in which the maintenance Duct is located; provided, however, that an entity using the maintenance Duct for emergency repair activities will notify AT&T-21STATE within twelve (12) hours of the current Business Day (or first Business Day following a non-business day) that such entity is entering the AT&T-21STATE Conduit system and using the maintenance Duct for emergency restoral purposes. The notice will include a description of the emergency and non-emergency services involved and an estimate of the completion time. Maintenance Ducts will be used to restore the highest priority services, first. Existing spare Ducts may be used for restoration purposes providing the spare Ducts are restored after restoration work is complete. Any spare Ducts not returned will be included to be assigned to the user of the Duct and an occupancy permit issued.
- 15.1.4 The Attaching Party shall either vacate the maintenance Duct within thirty (30) calendar days or, with AT&T-21STATE's consent, rearrange its Facilities to ensure that at least one full-sized replacement maintenance Duct (or, if the designated maintenance Duct was an inner-Duct, a suitable replacement inner-Duct) is available for use by all occupants in the Conduit section within thirty (30) calendar days after such Attaching Party occupies the maintenance Ducts. If Attaching Party fails to vacate the maintenance Duct as described above, AT&T-21STATE may install a maintenance conduit at the Attaching Party's expense.

15.2 Designation of Emergency Repair Coordinators and Other Information:

- 15.2.1 For each AT&T-21STATE construction district, Attaching Party shall provide AT&T-21STATE with the emergency contact number of Attaching Party's designated point of contact for coordinating the handling of

emergency repairs of Attaching Party's Facilities and shall thereafter notify AT&T-21STATE of changes to such information.

15.3 Order of Precedence of Work Operations; Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations:

15.3.1 When notice and coordination are practicable, AT&T-21STATE, Attaching Party, and other affected parties shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties present in accordance with the following principles.

15.3.2 Emergency service restoration work requirements shall take precedence over other work operations.

15.3.3 Except as otherwise agreed upon by the parties, restoration of lines for emergency services providers (e.g., 911, fire, police, national security and hospital lines) shall be given the highest priority and temporary occupancy of the maintenance Duct (and, if necessary, other unoccupied Ducts) shall be assigned in a manner consistent with this priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency being rectified. The parties shall exercise good faith in assigning priorities, shall base their decisions on the best information then available to them at the site in question, and may, by mutual agreement at the site, take other factors into consideration in assigning priorities and sequencing service restoration activities.

15.3.4 AT&T-21STATE shall determine the order of precedence of work operations and assignment of Duct space in the maintenance Duct (and other unoccupied Ducts) only if the affected parties present are unable to reach consensus provided, however, that these decisions shall be made by AT&T-21STATE on a nondiscriminatory basis in accordance with the principles set forth in this section.

15.4 Emergency Pole Replacements

15.4.1 When emergency pole replacements are required, AT&T-21STATE shall promptly make a good faith effort to contact Attaching Party to notify Attaching Party of the emergency and to determine whether Attaching Party will respond to the emergency in a timely manner.

15.4.2 If notified by AT&T-21STATE that an emergency exists which will require the replacement of a pole, Attaching Party shall transfer its Facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to an AT&T-21STATE replacement pole, the transfer shall be in accordance with AT&T-21STATE's placement instructions.

15.4.3 If Attaching Party is unable to respond to the emergency situation immediately, Attaching Party shall so advise AT&T-21STATE and thereby authorize AT&T-21STATE (or any Other User sharing the pole with AT&T-21STATE) to perform such emergency-necessitated transfers (and associated Facilities rearrangements) on Attaching Party's behalf at the Attaching Party's expense.

15.5 Expenses Associated with Emergency Repairs:

15.5.1 Each Party shall bear all reasonable expenses arising out of or in connection with emergency repairs of its own Facilities and transfers or rearrangements of such Facilities associated with emergency pole replacements made in accordance with the provisions of this article.

15.5.2 Each Party shall be solely responsible for paying all persons and entities that provide materials, labor, access to real or personal property, or other goods or services in connection with any such repair, transfer, or rearrangement of such Party's Facilities.

15.5.3 Attaching Party shall reimburse AT&T-21STATE for the Costs incurred by AT&T-21STATE for work performed by AT&T-21STATE on Attaching Party's behalf in accordance with the provisions of this article.

16.0 Inspection by AT&T-21STATE of CLEC's Facilities

16.1 AT&T-21STATE may monitor, at CLEC's expense, the entrance and exit of CLEC's Facilities into AT&T-21STATE's

Manholes and the placement of CLEC's Facilities in AT&T-21STATE's Manholes.

16.2 Post-Construction Inspections:

16.2.1 AT&T-21STATE will, at the Attaching Party's expense, conduct a post-construction inspection of the Attaching Party's attachment of Facilities to AT&T-21STATE's Structures for the purpose of determining the conformance of the attachments to the occupancy permit. AT&T-21STATE will provide the Attaching Party advance written Notice of proposed date and time of the post-construction inspection. The Attaching Party may accompany AT&T-21STATE on the post-construction inspection.

16.3 Periodic or Spot Inspections:

16.3.1 AT&T-21STATE shall have the right, but not the obligation, to make Periodic or Spot Inspections of all Facilities attached to AT&T-21STATE's Structure. Periodic Inspections will not be made more often than once every two (2) years, unless in AT&T-21STATE's judgment, such inspections are required for reasons involving safety or because of an alleged violation of the terms of this Appendix.

16.3.2 AT&T-21STATE will give CLEC advance written Notice of such inspections, and CLEC shall have the right to have a representative attend such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written Notice has been forwarded to CLEC.

16.3.3 Such inspections shall be conducted at AT&T-21STATE's expense; provided, however, that CLEC shall bear the Costs of inspections as delineated in Sections 16.1 above and 16.2.1 above.

16.3.4 If Attaching Party's Facilities are in compliance with this Appendix, there will be no charges incurred by the Attaching Party for the periodic or spot inspection. If Attaching Party's Facilities are not in compliance with this Appendix, AT&T-21STATE may charge Attaching Party for the inspection. The Costs of Periodic Inspections will be paid by those Attaching Parties with 5% or greater of their Attachments in violation. The amount paid by the Attaching Party shall be the percentage that their violations bear to the total violations of all Attaching Parties found during the inspection. Attaching Party shall not be deemed to be in violation if AT&T-21STATE's own facilities at the same location bear the same defect as the alleged violation.

16.3.5 If the inspection reflects that Attaching Party's Facilities are not in compliance with the terms of this Appendix, Attaching Party shall bring its Facilities into compliance within thirty (30) calendar days after being notified of such noncompliance. If any make ready or modification work to AT&T-21STATE's Structures is required to bring Attaching Party's Facilities into compliance, the Attaching Party shall provide Notice to AT&T-21STATE and the make ready work or modification will be treated in the same fashion as make ready work or modifications for a new request for attachment. If the violation creates a hazardous condition, Facilities must be brought into compliance upon notification.

16.4 Neither the act of inspection by AT&T-21STATE of CLEC's Facilities nor any failure to inspect such Facilities shall operate to impose on AT&T-21STATE any liability of any kind whatsoever or to relieve CLEC of any responsibility, obligations or liability under this Section or otherwise existing.

16.5 Notice of Noncompliance:

16.5.1 If, at any time, AT&T-21STATE determines that Attaching Party's Facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Appendix, AT&T-21STATE may send written Notice to Attaching Party specifying the alleged noncompliance. Attaching Party agrees to acknowledge receipt of the Notice as soon as practicable. If Attaching Party does not dispute AT&T-21STATE's assertion that such Facilities are not in compliance, Attaching Party agrees to provide AT&T-21STATE with a schedule for bringing such Facilities into compliance, to bring the Facilities into compliance within a reasonable time, and to notify AT&T-21STATE in writing when the Facilities have been brought into compliance.

16.6 Disputes over Alleged Noncompliance:

16.6.1 If Attaching Party disputes AT&T-21STATE's assertion that Attaching Party's Facilities are not in

compliance, Attaching Party shall notify AT&T-21STATE in writing of the basis for Attaching Party's assertion that its Facilities are in compliance.

16.7 Failure to Bring Facilities into Compliance:

16.7.1 If Attaching Party has not brought the Facilities into compliance within a reasonable time or provided AT&T-21STATE with proof sufficient to persuade AT&T-21STATE that AT&T-21STATE erred in asserting that the Facilities were not in compliance, and if AT&T-21STATE determines in good faith that the alleged noncompliance causes or is likely to cause material damage to AT&T-21STATE's Facilities or those of other users, AT&T-21STATE may, at its option and Attaching Party's expense, take such non-service affecting steps as may be required to bring Attaching Party's Facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Appendix.

16.8 Correction of Conditions by AT&T-21STATE:

16.8.1 If AT&T-21STATE elects to bring Attaching Party's Facilities into compliance, the provisions of this section shall apply.

16.8.2 AT&T-21STATE will, whenever practicable, notify CLEC in writing before performing such work. The written Notice shall describe the nature of the work to be performed and AT&T-21STATE's schedule for performing the work.

16.8.3 If Attaching Party's Facilities have become detached or partially detached from supporting racks or wall supports located within an AT&T-21STATE Manhole, AT&T-21STATE may, at Attaching Party's expense, reattach them but shall not be obligated to do so. If AT&T-21STATE does not reattach Attaching Party's Facilities, AT&T-21STATE shall endeavor to arrange with Attaching Party for the reattachment of any Facilities affected.

16.8.4 AT&T-21STATE shall, as soon as practicable after performing the work, advise Attaching Party in writing of the work performed or action taken. Upon receiving such Notice, Attaching Party shall inspect the Facilities and take such steps as Attaching Party may deem necessary to insure that the Facilities meet Attaching Party's performance requirements.

16.8.5 Attaching Party to Bear Expenses:

16.8.5.1 Attaching Party shall bear all expenses arising out of or in connection with any work performed to bring Attaching Party's Facilities into compliance with this Section; provided, however that nothing contained in this Section or any License issued hereunder shall be construed as requiring Attaching Party to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Attaching Party.

17.0 Notice of Noncompliance

17.1 Disputes over Alleged Noncompliance:

17.1.1 If CLEC disputes AT&T-21STATE's assertion that CLEC's Facilities are not in compliance, CLEC shall notify AT&T-21STATE in writing of the basis for CLEC's assertion that its Facilities are in compliance.

18.0 Unauthorized Occupancy or Utilization of AT&T-21STATE's Facilities

18.1 Tagging of Facilities and Unauthorized Attachments:

18.1.1 Facilities to Be Marked:

18.1.1.1 Attaching Party shall tag or otherwise mark all of Attaching Party's Facilities placed on or in AT&T-21STATE's Structure in a manner sufficient to identify the Facilities as those belonging to the Attaching Party.

18.1.2 Removal of Untagged Facilities:

18.1.2.1 AT&T-21STATE may, without notice to any person or entity, remove from AT&T-21STATE's

poles or any part of AT&T-21STATE's Conduit System the Attaching Party's Facilities, if AT&T-21STATE determines that such Facilities are not the subject of a current occupancy permit and are not otherwise lawfully present on AT&T-21STATE's poles or in AT&T-21STATE's Conduit System.

18.2 Notice to Attaching Party:

18.2.1 If any of Attaching Party's Facilities for which no occupancy permit is presently in effect are found attached to AT&T-21STATE's Poles or Anchors or within any part of AT&T-21STATE's Conduit System, AT&T-21STATE, without prejudice to other rights or remedies available to AT&T-21STATE under this Appendix, and without prejudice to any rights or remedies which may exist independent of this Appendix, shall send a written Notice to Attaching Party advising Attaching Party that no occupancy permit is presently in effect with respect to the Facilities. Within thirty (30) calendar days after receiving a Notice, Attaching Party shall acknowledge receipt of the Notice by submitting to AT&T-21STATE, in writing, an Application for a new or amended Occupancy permit with respect to such Facilities.

18.3 Approval of Request and Retroactive Charges:

18.3.1 If AT&T-21STATE approves Attaching Party's Application for a new or amended Occupancy permit, Attaching Party shall be liable to AT&T-21STATE for all fees and charges associated with the unauthorized attachments as specified in the Pricing Schedule to this Agreement. The issuance of a new or amended occupancy permit as provided by this article shall not operate retroactively or constitute a waiver by AT&T-21STATE of any of its rights or privileges under this Appendix or otherwise.

18.3.2 Attachment and Occupancy fees and charges shall continue to accrue until the unauthorized Facilities are removed from AT&T-21STATE's Poles, Conduit System or ROW or until a new or amended Occupancy permit is issued and shall include, but not be limited to, all fees and charges which would have been due and payable if Attaching Party and its predecessors had continuously complied with all applicable AT&T-21STATE licensing requirements. Such fees and charges shall be due and payable thirty (30) calendar days after the date of the bill or invoice stating such fees and charges. In addition, the Attaching Party shall be liable for an unauthorized Attachment and/or Occupancy fee as specified in the Pricing Schedule to this Agreement. Payment of such fees shall be deemed liquidated damages and not a penalty. In addition, Attaching Party shall rearrange or remove its unauthorized Facilities at AT&T-21STATE's request to comply with applicable placement standards, shall remove its Facilities from any space occupied by or assigned to AT&T-21STATE or another Other User, and shall pay AT&T-21STATE for all Costs incurred by AT&T-21STATE in connection with any rearrangements, modifications, or replacements necessitated as a result of the presence of Attaching Party's unauthorized Facilities.

18.4 Removal of Unauthorized Attachments:

18.4.1 If Attaching Party does not obtain a new or amended occupancy permit with respect to unauthorized Facilities within the specified period of time, AT&T-21STATE shall by written Notice advise Attaching Party to remove its unauthorized Facilities not less than thirty (30) calendar days from the date of Notice and Attaching Party shall remove the Facilities within the time specified in the Notice. If the Facilities have not been removed within the time specified in the Notice, AT&T-21STATE may, at AT&T-21STATE's option, remove Attaching Party's Facilities at Attaching Party's expense.

18.5 No Ratification of Unpermitted Attachments or Unauthorized Use of AT&T-21STATE's Facilities:

18.5.1 No act or failure to act by AT&T-21STATE with regard to any unauthorized Attachment or Occupancy or unauthorized use of AT&T-21STATE's Structure shall be deemed to constitute a ratification by AT&T-21STATE of the unauthorized Attachment or Occupancy or use, nor shall the payment by Attaching Party of fees and charges for unauthorized Pole attachments or Conduit Occupancy exonerate Attaching Party from liability for any trespass or other illegal or wrongful conduct in connection with the placement or use of such unauthorized Facilities.

18.5.2 Nothing contained in the Appendix or any License issued hereunder shall be construed as requiring CLEC

to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than CLEC.

18.6 Prompt Payment of Applicable Fees and Charges:

18.6.1 Fees and charges for Pole Attachments and Conduit System Occupancies, as specified herein and as modified from time to time, shall be due and payable immediately whether or not CLEC is permitted to continue the Pole Attachment or Conduit Occupancy. See the Pricing Schedule for applicable annual rental fees.

18.7 No Implied Waiver or Ratification of Unauthorized Use:

18.7.1 No act or failure to act by AT&T-21STATE with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any License should be subsequently issued, said License shall not operate retroactively or constitute a waiver by AT&T-21STATE of any of its rights or privileges under this Appendix or otherwise; provided, however, that CLEC shall be subject to all liabilities, obligations and responsibilities of this Appendix in regard to said unauthorized use from its inception.

19.0 Removal of CLEC's Facilities

19.1 When Applicant no longer intends to occupy space on an AT&T-21STATE Pole or in a AT&T-21STATE Duct or Conduit, Applicant will provide written notification to AT&T-21STATE that it wishes to terminate the Occupancy permit with respect to such space and will remove its Facilities from the space described in the Notice. Upon removal of Applicant's Facilities, the Occupancy permit shall terminate and the space shall be available for reassignment.

19.1.1 Attaching Party shall be responsible for and shall bear all expenses arising out of or in connection with the removal of its Facilities from AT&T-21STATE's Structure.

19.1.2 Except as otherwise agreed upon in writing by the Parties, Applicant must, after removing its Facilities, plug all previously occupied Ducts at the entrances to AT&T-21STATE's Manholes.

19.1.3 Applicant shall be solely responsible for the removal of its own Facilities from AT&T-21STATE's Structure.

19.2 At AT&T-21STATE's request, Attaching Party shall remove from AT&T-21STATE's Structure any of Attaching Party's Facilities which are no longer in active use. Upon request, the Attaching Party will provide proof satisfactory to AT&T-21STATE that an Attaching Party's Facility is in active service. Attaching Party shall not abandon any of its Facilities by leaving such Facilities on or in AT&T-21STATE's Structure.

19.3 Removal Following Termination of Occupancy Permit:

19.3.1 Attaching Party shall remove its Facilities from AT&T-21STATE's Poles, Ducts, Conduits, or ROW within thirty (30) calendar days after termination of the Occupancy permit.

19.4 Removal Following Replacement of Facilities:

19.4.1 Attaching Party shall remove Facilities no longer in service from AT&T-21STATE's Structures within thirty (30) calendar days after the date Attaching Party replaces existing Facilities on a Pole or in a Conduit with substitute Facilities on the same Pole or in the same Conduit.

19.5 Removal to Avoid Forfeiture:

19.5.1 If the presence of Attaching Party's Facilities on or in AT&T-21STATE's Structure would cause a forfeiture of the rights of AT&T-21STATE to occupy the property where such Structure is located, AT&T-21STATE will promptly notify Attaching Party in writing and Attaching Party shall not, without due cause and justification, refuse to remove its Facilities within such time as may be required to prevent such forfeiture. AT&T-21STATE will give Attaching Party not less than thirty (30) calendar days from the date of Notice to remove Attaching Party's Facilities unless prior removal is required to prevent the forfeiture of AT&T-21STATE's rights. At Attaching Party's request, the Parties will engage in good faith negotiations with each other, with Other Users, and with Third Party property owners and cooperatively take such other steps as may be necessary to avoid the unnecessary removal of Attaching Party's Facilities.

- 19.6 Removal of Facilities by AT&T-21STATE; Notice of Intent to Remove:
- 19.6.1 If Attaching Party fails to remove its Facilities from AT&T-21STATE's Structure in accordance with the provisions of Sections 19.1-19.5 of this Appendix, AT&T-21STATE may remove such Facilities and store them at Attaching Party's expense in a public warehouse or elsewhere without being deemed guilty of trespass or conversion and without becoming liable to Attaching Party for any injury, loss, or damage resulting from such actions. AT&T-21STATE shall give Attaching Party not less than thirty (30) calendar days prior written Notice of its intent to remove Attaching Party's Facilities pursuant to this Section.
- 19.7 Removal of Facilities by AT&T-21STATE:
- 19.7.1 If AT&T-21STATE removes any of Attaching Party's Facilities pursuant to this article, Attaching Party shall reimburse AT&T-21STATE for AT&T-21STATE's Costs in connection with the removal, storage, delivery, or other disposition of the removed Facilities.
- 20.0 Rates, Fees, Charges and Billing**
- 20.1 Rates, Charges and Fees Subject to Applicable Laws, Regulations, Rules, and Commission Orders:
- 20.1.1 All rates, charges and fees outlined in this Appendix will be set forth in the Pricing Schedule. All rates, charges and fees shall be subject to all applicable federal and state laws, rules, regulations, and Commission orders.
- 20.2 Changes to Rates, Charges and Fees:
- 20.2.1 Subject to applicable federal and state laws, rules, regulations and orders, AT&T-21STATE shall have the right to change the rates, charges and fees outlined in this Appendix. AT&T-21STATE will provide the Attaching Party sixty (60) calendar days written Notice, advising the Attaching Party of the specific changes being made and the effective date of the change. If the changes outlined in the Notice are not acceptable to the Attaching Party, Attaching Party may either
- (1) seek renegotiation of this Appendix,
 - (2) terminate this Appendix, or
 - (3) seek relief through the Dispute Resolution Process in the General Terms and Conditions of this Agreement, or
 - (4) seek relief from the appropriate Commission.
- 20.3 Notice of Rate and Computation of Charges:
- 20.3.1 On or about November 1 of each year, AT&T-21STATE will notify CLEC by certified mail, return receipt requested, of the rental rate and Pole transfer rate to be applied in the subsequent calendar year. The letter of notification shall be incorporated in, and governed by, the terms and conditions of this Appendix. Attachment and Occupancy rates shall be applied to the number of Pole(s) and Duct feet of Conduit for which Licenses have been issued before December 1 of each calendar year. Charges for Attachment(s) and Occupancy which commenced during the preceding twelve (12) month period will be prorated accordingly.
- 20.4 Rate "True-Up":
- 20.4.1 The Parties agree that the fees reflected as interim herein shall be "trued-up" (up or down) based on final fees either determined by further agreement or by an effective order, in a proceeding involving AT&T-21STATE before the Commission, in the state which CLEC has either attached to or occupied AT&T-21STATE structures (ROW, Conduits, Ducts, and/or Poles).
- 20.4.2 Under the "True-Up" process, the interim fees for each structure shall be multiplied by the volume of that structure either attached to or occupied by CLEC to arrive at the total interim amount paid ("Total Interim Price"). The final fees for that structure shall be multiplied by the volume of that structure either attached to or occupied by CLEC to arrive at the total final amount due ("Total Final Price"). The Total Interim Price

shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, CLEC shall pay the difference to AT&T-21STATE. If the Total Final Price is less than the Total Interim Price, AT&T-21STATE shall pay the difference to CLEC.

20.4.3 Each Party shall keep its own records upon which a "True-Up" can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "True-Up," the Parties agree to follow the Dispute Resolution Process in the General Terms & Conditions to this Agreement.

21.0 Advance Payment

21.1 Attachment and Occupancy Fees:

21.2 Fees for Pole Attachment and Conduit Occupancy shall be based on the Facilities for which Licenses have been issued as of the date of billing by AT&T-21STATE and shall be computed as set forth herein.

21.2.1 Charges associated with newly Licensed Attachments or Occupancies and other Attachments or Occupancies of less than the entire annual billing period shall be prorated.

21.2.2 Charges shall be prorated retroactively in the event of the removal of CLEC's Facilities.

21.2.3 The amount of any advance payment required shall be due within sixty (60) calendar days after receipt of an invoice from AT&T-21STATE.

22.0 Indemnification

22.1 In addition to the Indemnification clauses in the General Terms & Conditions to this Agreement, the following shall apply to this Attachment:

22.1.1 AT&T-21STATE shall exercise precaution to avoid damaging the Facilities of CLEC and shall make an immediate report to CLEC of the occurrence of any such damage caused by its employees, agents or contractors. AT&T-21STATE agrees to reimburse CLEC for all reasonable Costs incurred by CLEC for the physical repair of such Facilities damaged by the negligence or willful misconduct of AT&T-21STATE, its employees, agents, contractors, subcontractors or invitees. However, AT&T-21STATE shall not be liable to CLEC for any interruption of CLEC's service or for interference with the operation of CLEC's Facilities, or for any special, indirect, or consequential damages arising in any manner, except for AT&T-21STATE's gross negligence or willful misconduct, out of the use of Pole(s), Anchor(s), or Conduit Systems or AT&T-21STATE's actions or omissions in regard thereto and CLEC shall indemnify and save harmless AT&T-21STATE from and against any and all claims, demands, causes of action, costs and reasonable attorneys' fees with respect to such special, indirect or consequential damages.

22.1.2 CLEC shall exercise precaution to avoid damaging the Facilities of AT&T-21STATE and of others attached to Pole(s), Anchor(s), or occupying a Conduit System and shall make an immediate report to the Owner of the occurrence of any such damage caused by CLEC's employees, agents or contractors. CLEC agrees to reimburse AT&T-21STATE for all reasonable Costs incurred by AT&T-21STATE for the physical repair of such Facilities damaged by the negligence of CLEC.

22.1.3 CLEC shall indemnify, protect and save harmless AT&T-21STATE, its directors, officers, employees and agents, AT&T-21STATE's other CLECs, and Joint User(s) from and against any and all claims, demands, causes of action, damages and Costs, including reasonable attorney's fees through appeals incurred by AT&T-21STATE, AT&T-21STATE's other CLECs and Joint User(s) as a result of acts by the CLEC, its employees, agents or contractors, including but not limited to the Costs of relocating Pole(s), Anchor(s), Guy(s), or Conduit System resulting from a loss of ROW or property owner consents and/or the Costs of defending those rights and/or consents.

22.1.4 The CLEC shall indemnify, protect and save harmless AT&T-21STATE, its directors, officers, employees and agents, AT&T-21STATE's other CLECs, and Joint User(s) from and against any and all claims,

- demands, causes of actions and Costs, including reasonable attorney's fees, through appeals for damages to property and injury or death to persons, including but not limited to payments under any Worker's Compensation Law or under any plan for employee's disability and death benefits, caused by, arising from, incident to, connected with or growing out of the erection, rearrangement, maintenance, presence, use or removal of CLEC's Facilities, or by their proximity to the Facilities of all parties attached to a Pole, Anchor and/or Guy, or placed in a Conduit System, or by any act or omission of the CLEC's employees, agents or contractors in the vicinity of AT&T-21STATE's Pole(s), Anchor(s), Guy(s), or Conduit System.
- 22.1.5 The CLEC shall indemnify, protect and save harmless AT&T-21STATE, its directors, officers, employees, and agents, AT&T-21STATE's other CLECs, and Joint User(s) from any and all claims, demands, causes of action and Costs, including attorneys' fees through appeals, which arise directly or indirectly from the construction and operation of CLEC's Facilities, including but not limited to taxes, special charges by others, claims and demands for damages or loss from infringement of copyrights, for libel and slander, for unauthorized use of television or radio broadcast programs and other program material, and from and against all claims, demands and Costs, including attorney's fees through appeals for infringement of patents with respect to the construction, maintenance, use and operation of CLEC's Facilities in combination with Pole(s), Anchor(s), Conduit Systems or otherwise.
- 22.1.6 CLEC shall promptly advise AT&T-21STATE of all claims relating to damage of property or injury to or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, by the erection, maintenance, repair, replacement, presence, use or removal of the CLEC's Facilities. CLEC shall promptly notify AT&T-21STATE in writing of any suits or causes of action which may involve AT&T-21STATE and, upon the request of AT&T-21STATE copies of all relevant accident reports and statements made to CLEC's insurer by CLEC or others shall be furnished promptly to AT&T-21STATE.

ATTACHMENT 04 - LOCAL NUMBER PORTABILITY AND NUMBERING

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1.0 Introduction

- 1.1 Nothing in this Attachment shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan (NANP) number resources from the numbering administrator including, but not limited to, central office (NXX) codes pursuant to the Central Office Code (NXX) Assignment Guidelines (most current version specified on Telcordia's website) or thousand-blocks (NXX-X) pursuant to the Thousands-Blocking Pooling Administration Guidelines (most current version specified on Telcordia's website), or to establish, by tariff or otherwise, Exchanges and Rate Centers corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.
- 1.2 Prior to providing local service in an AT&T-21STATE local Exchange Area, CLEC shall obtain a separate numbering resource (NXX or NXX-X) or port-in telephone numbers in said area to its network for each AT&T-21STATE Rate Center to ensure compliance with the industry-approved Central Office Code (NXX) Assignment Guidelines (most current version) or other industry approved numbering guidelines and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability). This will enable the Parties to identify the jurisdictional nature of traffic for Intercompany compensation until such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than an NXX or an NXX-X.
- 1.3 Parties shall assign telephone numbers only to those End Users that are physically in the Rate Center to which the NXX is assigned, subject to exceptions as noted in the numbering resource guidelines.
- 1.4 Consistent with FCC Orders, the parties agree to maintain the original rate center designation of all numbers. Each Party is responsible to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities.
- 1.5 Each Party is responsible to input required data into the Routing Data Base Systems (RDBS) and into the Telcordia Business Integrated Routing and Rating Database System (BIRRDs) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.
- 1.6 Neither Party is responsible for notifying the other Party's End Users of any changes in dialing arrangements, including those due to NPA relief.
- 1.7 NXX Migration:
 - 1.7.1 Where either Party has activated an entire NXX for a single End User, or activated more than half of an NXX for a single End User with the remaining numbers in that NXX either reserved for future use or otherwise unused, and such End User chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party provided that the requested rate center is the same rate center that physically serves the End User in a non-Foreign Exchange arrangement. Such transfer will require development of a transition process to minimize impact on the Network and on the End User(s)' service and will be subject to appropriate industry lead times (currently forty-five (45) calendar days) for movements of NXXs from one switch to another. The Parties shall not charge each other as a means for the other to recover costs associated with NXX Migration.

2.0 Definitions

- 2.1 "Foreign Exchange" or "FX", as used in this Attachment, refers to number assignments and moves outside the Rate Centers with which a telephone number is ordinarily associated, and is different from the term "FX" in Attachment 02 - Network Interconnection, which refers to number assignment and moves outside of a mandatory local calling area.
 - 2.2 "Service Management System" or "SMS", as used in the Attachment, is a database or computer system not part of the public switched network that, (1) interconnects to a Service Control Point (SCP), and sends to that SCP the information and call processing instructions needed for a network switch to process and complete a telephone call; and (2) provides telecommunications carriers with the capability of entering and storing data regarding the processing and completing of a telephone call.
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- 2.3 "Service Provider Number Portability (SPNP) Data Base Query" means the End User terminating calls from the "N-1" Network to numbers in the Telephone Company's network with NXX codes that have been designated as number portable and the NXX has at least one number ported. AT&T-21STATE may be responsible for making a query to a database containing information necessary to route calls to number portable NXX codes.
- 2.4 "Intermediate Numbers" means the numbers provided for use by resellers, numbers in dealer numbering pools, numbers preprogrammed into End User premises equipment offered for retail sale, and numbers assigned to messaging service providers.
- 2.5 "Safety Valve Request" means a mechanism for carriers to request numbering resources apart from the general waiver process.

3.0 General Provisions

- 3.1 Requirements for LNP:
- 3.1.1 The Parties shall provide to each other, on a reciprocal basis, number portability in accordance with requirements of the Act and FCC Rules and Orders.
- 3.1.2 The Parties shall follow industry guidelines, including but not limited to North American Numbering Council (NANC) Inter Service Provider Operations Flows, located on the Number Portability Administration Center's (NPAC) website, regarding LNP for all aspects of number portability, including the time frames for providing porting services to one another.
- 3.1.3 Either Party shall be permitted to block default-routed calls to protect the public switched telephone network from overload, congestion, or failure propagation.
- 3.1.4 When a ported telephone number becomes vacant (e.g., the telephone number is no longer **in service with the original assigned to an** End User), the ported telephone number will be released back to the carrier owning the switch (after aging if any) in which the telephone number's NXX-X is native.
- 3.1.5 Each Party shall be responsible for the End User's other Telecommunications related services and features, (e.g., Directory Listings, E911, Line Information Database (LIDB), Operator Services), once that Party has ported the End User's telephone number to the Party's switch.
- 3.1.6 When purchasing the SPNP Database Query, CLEC will access AT&T-21STATE facilities via an SS7 link.
- 3.1.7 Where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the End User.
- 3.2 Limitations of Service for LNP:
- 3.2.1 **Telephone numbers can be ported only within the Toll Message Rate Centers (TMRCs) as approved by the Commissions. "Porting within Rate Centers" refers to a limitation of changing service providers while the physical location of the End User remains with the wireline footprint of the Rate Center. If the End User changes his, her or its physical location from one Rate Center to another, the End User may not retain his, her or its telephone number (which is associated with the End User's previous Rate Center) as a basic network (non-FX) offering. An End User may retain his, her or its telephone number when moving from one Rate Center to another by the use of a tariff FX or Remote Call Forwarding offering from the new service provider. The Parties acknowledge that number portability is available so long as the number maintains the original rate center designation as approved by State Commissions. INTENTIONALLY LEFT BLANK.**
- 3.2.2 Telephone numbers of the following types shall not be ported:
- 3.2.2.1 AT&T-21STATE Official Communications Services (OCS) NXXs;
- 3.2.2.2 555, 950, 956, 976 and 900 numbers;
- 3.2.2.3 N11 numbers (e.g., 411 and 911);
-

3.2.2.4 INTENTIONALLY LEFT BLANK.

3.2.2.5 Disconnected or unassigned numbers.

3.2.3 Toll free service numbers (e.g., 800, 888, 877 and 866) shall not be ported pursuant to this Agreement.

3.2.4 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN. Choke numbers will be ported as described in Section 4.4.7.2 below of this Attachment.

3.3 Numbering:

3.3.1 If fulfilling CLEC's request for intermediate numbers results in AT&T-21STATE having to submit a request for additional telephone numbers to a national numbering administrator (either NANPA CO Code Administration, NeuStar Pooling Administration or their successors), AT&T-21STATE will submit the required numbering request to the national numbering administrator to satisfy CLEC's request for intermediate numbers. AT&T-21STATE will also pursue all appropriate steps (including submitting a Safety Valve Request (petition) to the Commission if the numbering request is denied by the national administrator) to satisfy CLEC's request for intermediate numbers. In these cases, AT&T-21STATE is not obligated to fulfill the request by CLEC for intermediate numbers unless, and until, AT&T-21STATE's request for additional numbering resources is granted.

3.3.2 CLEC agrees to supply supporting information for any numbering request and/or Safety Valve Request that AT&T-21STATE files pursuant to Section 3.3.1 above.

3.3.3 Each Party is responsible for providing to the other, valid test numbers; one number terminating to a voice announcement identifying the Company and one number terminating to a milliwatt tone providing answer supervision and allowing simultaneous connection from multiple test lines. Both numbers should remain in service indefinitely for regressive testing purposes.

3.4 Local Number Portability (LNP) and Numbering:

3.4.1 Porting of Resale Numbers:

3.4.1.1 As the network provider, AT&T-21STATE will port telephone numbers, both in and out, on behalf of CLEC at the request of an End User. CLEC will provide to AT&T-21STATE such information as required to issue Local Service Requests (LSR) to port numbers in.

3.5 Non-discriminatory Access to Telephone Numbers:

3.5.1 Where AT&T-21STATE provides Resale services, AT&T-21STATE will provide telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. CLEC acknowledges that such access to telephone numbers shall be in accordance with the appropriate FCC rules, regulations and industry guidelines.

4.0 Product Specific Service Delivery Provisions

4.1 Service Description for LNP:

4.1.1 The LRN software of the switch in which the assigned numbering resource (e.g., NXX or NXX-X) is native determines if the called party is in a portable NXX. When a calling Party places a telephone call, if the called party is in a portable NXX, a query will be launched to the LNP database to determine whether or not the called number has been ported.

4.1.2 When the called number has been ported, an LRN will be returned to the switch that launched the query. Following the query, the LRN of the called number will appear in the Called Party Number (CdPN) field of the SS7 message and the called number will appear in the Generic Address Parameter (GAP) field.

4.1.3 When the query does not return an LRN, the call will be completed based upon the dialed digits.

- 4.1.4 When the LNP database is queried, the Forward Call Identifier (FCI) field's entry will be changed from 0 to 1 by the switch triggering the query, regardless of whether the called number has been ported or not.
- 4.1.5 Where technically feasible, the Parties shall populate the Jurisdiction Information Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

4.2 "N-1" Query Methodology for LNP:

- 4.2.1 The Parties shall follow the "N-1" query methodology in performing queries of the LNP database, as provided below. As provided by Industry standards, the "N-1" carrier is the carrier in the call routing sequence immediately prior to the terminating carrier's End Office, or the terminating carrier's End Office tandem. The "N-1" carrier shall perform the LNP database query. If the "N-1" carrier fails to perform the LNP database query, the terminating carrier shall perform a query of the LNP database, and shall be permitted to charge the "N-1" carrier for the query. Refer to the LNP Working Group Best Practice for additional information, located in the Local Number Portability Administration section of the NPAC website.
- 4.2.2 For interLATA or intraLATA toll calls carried by another carrier, the originating carrier will pass the call to the appropriate toll carrier, which will perform a query of the LNP database and efficiently route the call to the appropriate terminating local carrier, either directly or through an access tandem office. Where one carrier is the originating local service provider (LSP) and the other carrier is the designated toll carrier, the designated toll carrier is the "N-1" carrier. The originating LSP will not query toll calls delivered to the toll carrier or charge the toll carrier for such queries.
- 4.2.3 For local calls to ported numbers, the originating carrier is the "N-1" carrier. The originating carrier will query the LNP database and route the call to the appropriate terminating carrier.
- 4.2.4 For local calls to any NXX from which at least one number has been ported, the Party that owns the originating switch shall query an LNP database as soon as the call reaches the first LNP-capable switch in the call path. The Party that owns the originating switch shall query on a local call to an NXX in which at least one number has been ported via LNP prior to any attempts to route the call to any other switch. Prior to the first number in an NXX being ported via LNP, AT&T-21STATE may query all calls directed to that NXX, provided that AT&T-21STATE's queries shall not adversely affect the quality of service to CLEC's End Users as compared to the service AT&T-21STATE provides its own End Users, and that queries to NXXs where the first number has not been ported are not charged to the "N-1" Carrier.
- 4.2.5 A Party shall be charged for an LNP query by the other Party only if the Party to be charged is the N-1 carrier and was obligated to perform the LRN query but failed to do so, pursuant to conditions set forth in CFR 47, Section 52.33. The only exception will be if the FCC rules (Docket No. 95-116) that the terminating carrier may charge the "N-1" carrier for queries initiated before the first number is ported in an NXX.
- 4.2.6 Rates, terms and conditions for LNP queries performed by AT&T-21STATE are set forth in the applicable FCC Tariff.

4.3 Ordering for LNP:

- 4.3.1 Porting of numbers from NXXs marked as portable in the LERG will be initiated via LSRs based on Ordering and Billing Forum (OBF) guidelines and in accordance with the provisions of Attachment 07 - Operations Support System (OSS).
 - 4.3.2 For the purposes of this Attachment, the Parties may use a project management approach for the implementation of LSRs for large quantities of ported numbers or for complex porting processes. With regard to such managed projects, the Parties may negotiate implementation details such as, but not limited to: Due Date, Cutover Intervals and Times, Coordination of Technical Resources, and Completion Notice.
 - 4.3.3 The parties agree that neither party shall submit an LNP LSR or Customer Service Record (CSR) request to the other unless the ordering party has first obtained written or verbally recorded authorization from the End User authorizing such activity. The ordering party shall be reasonably required to produce such
-

authorization upon request by the other party in the case of any customer dispute involving the authorization, and in such cases the parties agree to cooperate to timely resolve the dispute.

4.4 Provisioning for LNP:

4.4.1 The Parties will remove a ported number from the End Office from which the number is being ported as close to the requested time as reasonably practicable, except under the conditions listed in Section 4.4.3 below and Section 4.4.4 below, respectively. The Parties recognize that it is in the best interest of the End User for this removal to be completed in the most expedient manner possible.

4.4.2 Unconditional Ten-Digit Trigger. If the Unconditional Ten-Digit Trigger is set, calls originating from the old switch will query the database and route to the new switch without the number being disconnected. The ported number must be removed at the same time that the Unconditional Ten-Digit Trigger is removed.

4.4.2.1 The Parties agree to provide Unconditional Ten-Digit Trigger wherever technically feasible.

4.4.3 Project Orders. For project requests, the Parties will negotiate time frames for the disconnection of the numbers in the old switch.

4.4.4 Coordinated Orders. Orders worked on a coordinated basis will be coordinated by the Parties until the numbers are disconnected in the old switch.

4.4.5 The Parties shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the affected End User. The Parties will use their best efforts to update their respective Local Service Management Systems (LSMS) from the NPAC SMS data within fifteen (15) minutes after receipt of a download from the NPAC SMS (the current NANC goal for such updating).

4.4.6 At the time a telephone number is ported via LNP, the Party from which the number is being ported shall insure that the LIDB entry for that number is de-provisioned.

4.4.7 Mass Calling:

4.4.7.1

4.4.7.1.1 HVCI is also known as:

4.4.7.1.1.1 Choke Network

4.4.7.1.1.2 Mass Calling

4.4.7.1.1.3 Public Response Choke Network

4.4.7.2 Using a non-LRN process, AT&T-21STATE will offer the ability to port telephone numbers with mass calling NXX codes via the use of pseudo codes or route index numbers.

4.4.8 Operator Services, LIDB and Directory Assistance:

4.4.8.1 The Provisions of this Agreement pertaining to Operator Services, LIDB and Directory Assistance shall also apply when LNP is in place.

4.4.9 Porting of Direct Inward Dialing (DID) Block Numbers:

4.4.9.1 DID block numbers shall be portable in the same manner as other local telephone numbers, subject to the modifications and/or limitations provided herein.

4.4.9.2 The Parties shall offer LNP to End Users for any portion of an existing DID block without being required to port the entire block of DID numbers.

4.4.9.3 The Parties shall permit End Users which port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers, provided such is consistent with applicable tariffs.

5.0 Other

5.1 Pricing for LNP:

5.1.1 With the exception of lawful query charges, the Parties shall not charge each other for the porting of telephone numbers.

ATTACHMENT 05 - 911-E911

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1.0 Introduction

- 1.1 This Attachment sets forth terms and conditions by which AT&T-21STATE will provide CLEC with access to AT&T-21STATE's 911 and E911 Databases and provide Interconnection and Call Routing for purposes of 911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.
- 1.2 The Parties acknowledge and agree that AT&T-21STATE can only provide E911 Service in a territory where an AT&T-21STATE is the E911 network provider, and that only said service configuration will be provided once it is purchased by the E911 Customer and/or PSAP. Access to AT&T-21STATE's E911 Selective Routers and E911 Database Management System will be by mutual agreement between the Parties.
- 1.3 For CLEC's own switches, AT&T-21STATE shall provide access to its E911 Selective Routers as described herein only where the PSAP and/or E911 Customer served by the E911 Selective Routers has approved CLEC to carry E911 Emergency Services calls, which approval is subject to being revoked, conditioned, or modified by the PSAP and/or E911 Customer at any time.

2.0 Definitions

- 2.1 "911 System" means the set of network, database and customer premise equipment (CPE) components required to provide 911 service.
- 2.2 "911 Trunk" or "E911 Trunk" means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from CLEC's End Office to the E911 system.
- 2.3 "Automatic Location Identification (ALI)" means the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.
- 2.4 "Automatic Number Identification (ANI)" means the telephone number associated with the access line from which a call to 911 originates.
- 2.5 "Company Identifier" or "Company ID" means a three (3) to five (5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End User. The Company Identifier is maintained by NENA in a nationally accessible database.
- 2.6 "Database Management System (DBMS)" means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing (SR) and/or ALI for 911 systems.
- 2.7 "E911 Customer" means a municipality or other state or local government unit, or an authorized agent of one (1) or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one (1) telephone number, 911.
- 2.8 "E911 Universal Emergency Number Service (E911)" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service") or "E911 Service" means a telephone Exchange communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes ANI, ALI, and/or SR.
- 2.9 "Emergency Services" means police, fire, ambulance, rescue, and medical services.
- 2.10 "Emergency Service Number (ESN)" means a three (3) to five (5) digit number representing a unique combination of Emergency Services agencies designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates SR and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper Emergency Services agency (ies).
- 2.11 "National Emergency Number Association (NENA)" is a not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number". NENA is a networking source and promotes research, planning, and training.

NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.

- 2.12 "Public Safety Answering Point (PSAP)" means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 2.13 "Selective Routing" (SR) means the routing and "E911 Selective Router" (E911 SR) means the equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. SR is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

3.0 AT&T Responsibilities

- 3.1 AT&T-21STATE shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to provide CLEC with nondiscriminatory access to E911 Emergency Service as described in this Attachment.

3.2 Call Routing:

- 3.2.1 AT&T-21STATE will route 911 calls from the AT&T-21STATE SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.
- 3.2.2 AT&T-21STATE will forward the ANI to the calling party number it receives from CLEC and the associated 911 ALI to the PSAP for display. If no ANI is forwarded by CLEC, AT&T-21STATE will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by the CLEC, but no ALI record is found in the E911 DBMS, AT&T-21STATE will report this "No Record Found" condition to the CLEC in accordance with NENA standards.

3.3 Facilities and Trunking:

- 3.3.1 AT&T-21STATE shall provide and maintain sufficient dedicated E911 Trunks from AT&T-21STATE's E911 SR to the PSAP of the E911 Customer, according to provisions of the appropriate state Commission-approved tariff and documented specifications of the E911 Customer.
- 3.3.2 AT&T-21STATE will provide facilities to interconnect the CLEC to the AT&T-21STATE's E911SR, as specified in Attachment 02 -Network Interconnection of this Agreement or per the requirements set forth via the applicable state tariff. Additionally, CLEC has the option to secure interconnection facilities from another provider or provide such interconnection using their own facilities. If diverse facilities are requested by CLEC, AT&T-21STATE will provide such diversity where technically feasible, at standard applicable tariff rates. ***Notwithstanding its legal and/or regulatory requirement to provide E911 service to its End Users, nothing in this agreement shall prohibit CLEC from obtaining any Local Interconnection Service under this agreement, even if CLEC chooses to obtain E911 interconnection from another provider/carrier.***

3.4 Database:

- 3.4.1 Where AT&T-21STATE manages the E911 Database, AT&T-21STATE shall provide CLEC access to the E911 Database to store CLEC's End User "911 Records" (i.e., the name, address, and associated telephone number(s) for each of CLEC's End Users). CLEC or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.
- 3.4.2 Where AT&T-21STATE manages the E911 Database, AT&T-21STATE shall coordinate access to the AT&T-21STATE DBMS for the initial loading and updating of CLEC End User 911 Records.
- 3.4.3 Where AT&T-21STATE manages the E911 Database, AT&T-21STATE's E911 Database shall accept electronically transmitted files that are based upon NENA standards. Manual (i.e., facsimile) entry shall be utilized only in the event that the DBMS is not functioning properly.

4.0 CLEC Responsibilities

- 4.1 Call Routing (for CLEC's own switches):
- 4.1.1 *Where it chooses to purchase E911 service from AT&T-21STATE*, CLEC will transport the appropriate 911 calls from each Point of Interconnection (POI) to the appropriate AT&T-21STATE E911 SR location.
 - 4.1.2 *Where it chooses to purchase E911 service from AT&T-21STATE*, CLEC will forward the ANI information of the party calling 911 to the AT&T-21STATE E911 SR.
- 4.2 Facilities and Trunking (for CLEC's own switches):
- 4.2.1 CLEC shall be financially responsible for the transport facilities to each AT&T-21STATE E911 SR that serves the Exchange Areas in which CLEC is authorized to and will provide Telephone Exchange Service.
 - 4.2.2 CLEC acknowledges that its End Users in a single local calling scope may be served by different E911 SRs and CLEC shall be financially responsible for the transport facilities to route 911 calls from its End Users to the proper E911 SR.
 - 4.2.3 *Where it chooses to purchase E911 service from AT&T-21STATE*, CLEC shall order a minimum of two (2) one-way outgoing E911 Trunk(s) dedicated for originating 911 Emergency Service calls for each default PSAP or default ESN to interconnect from CLEC's switch to each appropriate AT&T-21STATE E911 SR, where applicable. Where Signaling System 7 (SS7) connectivity is available and required by the applicable E911 Customer, the Parties agree to implement Common Channel Signaling (CCS) trunking rather than Multi-Frequency (MF) trunking.
 - 4.2.4 *Where it chooses to purchase E911 service from AT&T-21STATE*, CLEC is responsible for ordering a separate E911 Trunk group from AT&T-21STATE for each county, default PSAP or other geographic area that the CLEC serves if the E911 Customer for such county or geographic area has a specified varying default routing condition. Where PSAPs do not have the technical capability to receive 10-digit ANI, E911 traffic must be transmitted over a separate trunk group specific to the underlying technology. CLEC will have administrative control for the purpose of issuing ASRs on this trunk group. Where the parties utilize SS7 signaling and the E911 network has the technology available, only one (1) E911 Trunk group shall be established to handle multiple NPAs within the local Exchange Area or LATA. If the E911 network does not have the appropriate technology available, a SS7 trunk group shall be established per NPA in the local Exchange Area or LATA. In addition, 911 traffic originating in one (1) NPA must be transmitted over a separate 911 Trunk group from 911 traffic originating in any other NPA 911.
 - 4.2.5 *Where it chooses to purchase E911 service from AT&T-21STATE*, CLEC shall maintain facility transport capacity sufficient to route 911 traffic over trunks dedicated to 911 Interconnection between the CLEC switch and the AT&T-21STATE E911 SR.
 - 4.2.6 *Where it chooses to purchase E911 service from AT&T-21STATE*, CLEC shall order sufficient trunking to route CLEC's originating 911 calls to the designated AT&T-21STATE E911 SR.
 - 4.2.7 Diverse (i.e., separate) 911 facilities are highly recommended and may be required by the Commission or E911 Customer. If required by the E911 Customer, diverse 911 Trunks shall be ordered in the same fashion as the primary 911 Trunks. CLEC is responsible for initiating trunking and facility orders for diverse routes for 911 Interconnection.
 - 4.2.8 CLEC is responsible for determining the proper quantity of trunks and transport facilities from its switch (es) to interconnect with the AT&T-21STATE E911 SR.
 - 4.2.9 CLEC shall engineer its 911 Trunks to attain a minimum P.01 grade of service as measured using the time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (using Medium day-to-day Variation and 1.0 Peakedness factor), or such other minimum grade of service as required by Applicable Law.
 - 4.2.10 CLEC shall monitor its 911 Trunks for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional 911 Trunks are needed to meet the current level of 911 call

volumes, CLEC shall provision additional 911 Trunks for Interconnection with AT&T-21STATE *or an alternative E911 provider*.

- 4.2.11 CLEC is responsible for the isolation, coordination and restoration of all 911 facility and trunking maintenance problems from CLEC's demarcation (for example, collocation) to the AT&T-21STATE E911 SR(s). CLEC is responsible for advising AT&T-21STATE of the 911 Trunk identification and the fact that the trunks are dedicated for 911 traffic when notifying AT&T-21STATE of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. AT&T-21STATE will refer network trouble to CLEC if no defect is found in AT&T-21STATE's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.
- 4.2.12 CLEC **will not turn up live traffic until successful testing of E911 Trunks is completed by both Parties shall comply at all times with its regulatory obligation to provide working E911 service to its End Users, whether or not such service is purchased from AT&T-21STATE.**
- 4.2.13 Where required, CLEC will comply with Commission directives regarding 911 facility and/or 911 Trunking requirements.

4.3 Database:

- 4.3.1 *Where it chooses to purchase E911 service from AT&T-21STATE, o*Once the 911 Interconnection between CLEC and all appropriate AT&T-21STATE E911 SR(s) has been established and tested, CLEC or its representatives shall be responsible for providing CLEC's End User 911 Records to AT&T-21STATE for inclusion in AT&T-21STATE's DBMS on a timely basis.
- 4.3.2 *Where it chooses to purchase E911 service from AT&T-21STATE,* CLEC or its agent shall provide initial and ongoing updates of CLEC's End User 911 Records that are Master Street Address Guide (MSAG) valid in electronic format based upon established NENA standards.
- 4.3.3 CLEC shall adopt use of a Company/NENA ID on all CLEC End User 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.
- 4.3.4 *Where it chooses to purchase E911 service from AT&T-22STATE,* CLEC is responsible for providing AT&T-21STATE updates to the E911 database; in addition, CLEC is responsible for correcting any errors that may occur during the entry of their data to the AT&T-21STATE 911 DBMS.

5.0 **Responsibilities of the Parties**

- 5.1 For CLEC's own switch(es), both Parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating E911 calls from CLEC's POI to the designated AT&T-21STATE E911 SR(s).
- 5.1.1 AT&T-21STATE and CLEC will cooperate to promptly test all trunks and facilities between CLEC's network and the AT&T-21STATE E911 SR(s).
- 5.2 911 Surcharge Remittance to PSAP:
- 5.2.1 For CLEC's own switch(es), the Parties agree that:
- 5.2.1.1 AT&T-21STATE is not responsible for collecting and remitting applicable 911 surcharges or fees directly to municipalities or government entities where such surcharges or fees are assessed by said municipality or government entity, and
- 5.2.1.2 AT&T-21STATE is not responsible for providing the 911 Customer detailed monthly listings of the actual number of access lines, or breakdowns between the types of access lines (e.g., residential, business, payphone, Centrex, PBX, and exempt lines).
- 5.2.1.3 Facility based CLECs shall be responsible for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate PSAP or other governmental authority responsible for collection of such fees and surcharges.

5.2.2 For Resellers, the ILEC shall serve as a clearinghouse between Resellers and PSAPs except where state law requires Reseller to collect and remit directly to the appropriate 911 Authority. **, or in the case of a Facility based CLEC which also has resale service from AT&T-21STATE, and which remits and reports its facility-based and resale-based data in the aggregate to the 911 Customer.** The Parties agree that:

5.2.2.1 AT&T-12STATE shall include Reseller information when providing the 911 Customer with detailed monthly listings of the actual number of access lines, or breakdowns between the types of access lines (e.g., residential, business, payphone, Centrex, PBX, and exempt lines).

5.2.2.2 AT&T SOUTHEAST REGION 9-STATE will provide the 911 Customer a monthly settlement letter which provides the total number of access lines broken down into residence and business line totals only. If state statutes require a break out of Reseller information, the AT&T SOUTHEAST REGION 9-STATE shall include this information upon request by the 911 Customer. **In the case of a facility-based CLEC which also has resale service, and which remits and reports its facility-based and resale-based data in the aggregate to the 911 Customer, AT&T SOUTHEAST REGION 9-STATE shall omit CLEC's resale lines from its own reporting to 911 Customer. If CLEC claims exemption from resale 911 surcharges under this provision, CLEC shall be solely responsible for remitting and reporting of 911 surcharges to the 911 Customer.**

6.0 Methods and Practices

6.1 With respect to all matters covered by this Attachment, each Party will comply with all of the following to the extent that they apply to access to 911 and E911 Databases: (i) all FCC and applicable Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of AT&T-21STATE's Commission-ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

7.0 Contingency

7.1 The terms and conditions of this Attachment represent a negotiated plan for providing access to 911 and E911 Databases, and providing interconnection and call routing for purposes of 911 call completion to a PSAP as required by Section 251 of the Act.

7.2 The Parties agree that the 911 System as provided herein is for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by AT&T-21STATE and CLEC.

7.2.1 In AT&T TEXAS only:

7.2.1.1 These specifications shall be documented in Exhibit I, CLEC Serving Area Description and E911 Interconnection Details. CLEC shall complete its portion of Exhibit I and submit it to AT&T TEXAS not later than forty-five (45) Business Days prior to the passing of live traffic. AT&T TEXAS shall complete its portion of Exhibit I and return Exhibit I to CLEC not later than thirty (30) Business Days prior to the passing of live traffic.

7.2.1.2 CLEC must obtain documentation of the approval of the completed Exhibit I from the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which CLEC's End Users are located. CLEC shall provide documentation of all requisite approval(s) to AT&T TEXAS prior to use of CLEC's E911 connection for actual emergency calls.

7.2.1.3 Each Party will designate a representative who has the authority to complete additional Exhibit(s) I to this Attachment when necessary to accommodate expansion of the geographic area of CLEC into the jurisdiction of additional PSAP(s) or to increase the number of 911 Trunks. CLEC must obtain approval of each additional Exhibit I, as set forth in Section 7.2 above, and shall

furnish documentation of all requisite approval(s) of each additional Exhibit I in accordance with Section 7.2 above.

8.0 Basis of Compensation

- 8.1 Rates for access to 911 and E911 Databases, Interconnection and call routing of E911 call completion to a PSAP as required by Section 251 of the Act are set forth in the Pricing Schedule or applicable AT&T-21STATE Commission-approved access tariff.

ATTACHMENT 06 - CUSTOMER INFORMATION SERVICES

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1.0 Introduction

1.1 The following services are provided as Customer Information Services – Operator Services/Directory Assistance (OS/DA), Inward Assistance Operator Services (INW), Directory Assistance Listings (DAL) and White Pages.

1.2 OS/DA:

1.2.1 This Attachment sets forth the rates, terms and conditions under which the Parties shall jointly carry out OS/DA on a wholesale basis for CLEC End Users residing in AT&T-21STATE's local Exchange territory, regardless of whether CLEC is serving its End Users via:

1.2.1.1 CLEC's own physical Switches,

1.2.1.2 Resale of AT&T-21STATE Retail OS/DA service, or

1.2.1.3 Leased Local Circuit Switching from AT&T-21STATE.

1.2.2 CLEC shall be the retail OS/DA provider to its End Users, and AT&T-21STATE shall be the wholesale provider of OS/DA operations to CLEC, ***if CLEC chooses to order OS/DA from AT&T-21STATE. OS/DA Services are included on Resale Services purchased under this Agreement. If ordered, AT&T-21STATE shall answer CLEC's End User OS/DA calls on CLEC's behalf, as follows:***

1.2.2.1 When the End User dials 0- or 0+ the telephone number, AT&T-21STATE shall provide the Operator Services described in Section 3.4 below. CLEC may set its own retail OS/DA rates, and CLEC therefore acknowledges its responsibility to obtain (a) End User agreement to the OS/DA retail rates (e.g., by tariff or contract), and (b) any necessary regulatory approvals for its OS/DA retail rates.

1.2.2.2 In response to CLEC End User inquiries about OS/DA rates, where technically feasible and available, AT&T-21STATE operators shall quote CLEC retail OS/DA rates, provided by CLEC (see Section 3.6 below). If further inquiries are made about rates, billing and/or other "business office" questions, AT&T-21STATE's OS/DA operators shall direct the calling party's inquiries to a CLEC-provided contact number (also see Section 3.6 below).

1.2.3 CLEC shall pay the applicable OS/DA rates found in the Pricing Sheet based upon CLEC's status as a Facilities-Based CLEC or a reseller. Provided however, CLEC may serve both as a reseller and as a facilities-based provider, and CLEC may convert its facilities-based End Users to Resale service, or vice versa, as described below in Section 3.6.8 below.

1.2.3.1 CLEC acknowledges and understands that wholesale OS/DA rates differ between Resale and facilities-based service, and that both types of OS/DA wholesale rates are listed in the Pricing Sheet.

1.2.3.2 Billing and payment details, including the assessment of late payment charges for unpaid balances, are governed by the General Terms and Conditions in this Agreement.

1.2.3.3 **For facilities-based End Users, nothing herein shall obligate CLEC to provide OS/DA service, to its subscribers nor to order OS/DA services from AT&T-21STATE. CLEC shall have the absolute right to deny OS/DA service to *any or all of its subscribers its facilities-based End Users without penalty or charge from AT&T-21STATE.***

1.3 INW:

1.3.1 This Attachment also sets forth terms and conditions for INW for Facilities-Based CLECs.

1.3.2 Where technically feasible and available, when an operator dials the appropriate Toll Center Code in addition to the inward code, the AT&T-21STATE INW operator will provide the Busy Line Verification (BLV)

service and Busy Line Verification/Interrupt (BLV/I) service when reached by an operator dialing the appropriate Toll Center Code in addition to the inward code.

1.4 DAL:

1.4.1 This Attachment sets forth terms and conditions under which CLEC may purchase DAL information as provided by AT&T-21STATE.

1.5 White Pages:

1.5.1 This Attachment sets forth terms and conditions that apply to Facility-Based CLECs for subscriber listing information in white page directories provided by AT&T-21STATE.

2.0 Definitions

2.1 "Busy Line Verification (BLV)" means a service in which an End User asks an operator to verify a conversation in progress.

2.2 "Busy Line Verification/Interrupt (BLV/I)" means a service in which an End User asks an operator to verify and interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.

2.3 "Consolidated Reference Rater (CRR)" provides reference information (business office and repair numbers) and rate quotes for CLEC End Users.

2.4 "Facilities-Based CLEC" means a CLEC that provides service through its own switch, a Third Party provider's switch or via local circuit switching leased from AT&T-21STATE via a stand-alone agreement.

2.5 "General Assistance" means a service in which an operator calls the INW operator seeking assistance in dialing a number. For example, the assistance could be required for attempting to dial a number where a 'no ring' condition has been encountered.

2.6 "Services" means Operator Services/Directory Assistance (OS/DA), Inward Assistance Operator Services (INW), Directory Assistance Listings (DAL) and White Pages

2.7 "Toll Center Code" means the three digit access tandem code (ATC) code that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions. An operator dials the appropriate area code + ATC + OPR SVC CODE to obtain INW.

3.0 Operator Services (OS) / Directory Services (DA)

3.1 Dialing Parity:

3.1.1 AT&T-21STATE will provide OS/DA to CLEC's End Users with no unreasonable dialing delays and at dialing parity with AT&T-21STATE retail OS/DA services.

3.2 Response Parity:

3.2.1 Where technically feasible and/or available, CLEC's End Users shall be answered by AT&T-21STATE's OS and DA platforms with the same priority and using the same methods as for AT&T-21STATE's End Users.

3.2.2 Any technical difficulties in reaching the AT&T-21STATE OS/DA platform (e.g., cable cuts in the OS/DA trunks, unusual OS/DA call volumes, etc.) will be experienced at parity with AT&T-21STATE End Users served via that same AT&T-21STATE End Office Switch.

3.3 Requirements to Physically Interconnect:

3.3.1 This section describes the physical interconnection and trunking requirements for a Facilities-Based CLEC to interconnect with AT&T-21STATE's OS/DA switches.

- 3.3.2 The demarcation point for OS/DA traffic between the Parties' networks need not coincide with the point of interconnection for the physical interconnection of all other inter-carrier voice traffic, but at a minimum must be in the Local Access and Transport Area (LATA) within which the CLEC's OS/DA traffic originates.
- 3.3.2.1 Because CLEC's switch may serve End Users in more than one LATA, the Parties agree that CLEC's OS/DA traffic originates from the physical location of the End User dialing 0-, 0+, 411, 1411, or 555-1212 and not the physical location of CLEC's switch.
- 3.3.2.2 To the extent CLEC is serving via circuit-switched wireless technology, the physical location of the End User dialing 0-, 0+, 411, 1411, or 555-1212 shall be deemed the End User's physical billing address, regardless of whether the End User may be roaming at the time of placing the OS/DA call.
- 3.3.3 The Parties will establish an OS/DA demarcation point at the AT&T-21STATE's OS/DA switch. By mutual agreement, an alternative OS/DA demarcation point may be determined based on the following factors:
- 3.3.3.1 The size and type of facilities needed to carry CLEC's switch-based OS/DA traffic;
- 3.3.3.2 Whether CLEC wishes to interconnect for OS or DA, or both;
- 3.3.3.3 Whether CLEC or CLEC's Affiliate is collocated in an AT&T-21STATE local tandem office and wishes to use the collocation as the OS/DA demarcation point; and
- 3.3.3.4 Whether CLEC or CLEC's Affiliate already has existing OS/DA facilities in place to the AT&T-21STATE's OS/DA platforms.
- 3.3.4 CLEC shall be financially responsible for the transport facilities to the AT&T-21STATE's switch(es). CLEC may self-provision these OS/DA facilities, lease them from Third Parties, or lease them from AT&T-21STATE's intrastate Special Access Tariff.
- 3.3.5 General OS/DA Trunking Requirements:
- 3.3.5.1 CLEC will initiate an Access Service Request (ASR) for all OS/DA trunk groups from its switch to the appropriate AT&T-21STATE OS/DA switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling. Unless technically infeasible, AT&T-21STATE will provision all such one-way trunk groups in the same manner and at the same intervals as for all other interconnection trunks between the Parties.
- 3.3.5.2 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the AT&T-21STATE End Offices to the AT&T-21STATE OS/DA switches that are equipped to accept 10-Digit Signaling for Automatic Number Identification (ANI).
- 3.3.5.3 Where EAOSS is not available, Modified Operator Services Signaling (MOSS) will be utilized, and a segregated one-way trunk group with MF signaling will be established from CLEC to each AT&T-21STATE OS/DA switch for each served Numbering Plan Area (NPA) in the LATA.
- 3.3.6 Specific OS/DA Trunk Groups and Their Requirements:
- 3.3.6.1 OS Trunks:
- 3.3.6.1.1 CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE OS switch serving OS End Users in that LATA. An OS only trunk group will be designated with the appropriate OS traffic use code and modifier. If the trunk group transports combined OS/DA/DACC over the same trunk group, then the group will be designated with a different traffic use code and modifier for

combined services. CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

3.3.6.2 DA/DA Call Completion (DACC) Trunks:

3.3.6.2.1 Where permitted, CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE DA switch serving DA End Users in that LATA. If the trunk group transports DA/DACC only, but not OS, then the trunk group will be designated with the appropriate DA traffic use code and modifier.

3.3.6.2.2 In AT&T-12STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with a different appropriate traffic use code and modifier from that used for a DA/DACC only trunk group. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

3.3.6.2.3 In AT&T SOUTHEAST REGION 9-STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with an appropriate traffic use code and modifier. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

3.3.6.3 Busy Line Verification/Emergency Interrupt (BLV/EI) Trunks:

3.3.6.3.1 Where available, when CLEC wishes for AT&T-21STATE to perform Busy Line Verification or Emergency Interrupt for CLEC End Users a segregated one-way BLV trunk group with MF signaling from AT&T-21STATE's OS switch to CLEC's switch serving End Users in that LATA will be required. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. The BLV trunk group will be designated with the appropriate traffic use code and modifier.

3.4 OS Offerings:

3.4.1 OS Rate Structure:

3.4.1.1 AT&T-21STATE will assess its OS charges based upon whether the CLEC End User is receiving (a) manual OS (i.e., provided via an Operator), or (b) automated OS (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without operators where technically feasible and/or available). The Pricing Sheet contains the full set of OS recurring and nonrecurring rates.

3.4.2 OS Call Processing:

3.4.2.1 AT&T will provide OS to CLEC End Users where technically feasible and/or available to AT&T-21STATE End Users served in accordance with OS methods and practices in effect at the time the CLEC End User makes an OS call. AT&T-21STATE will provide the following OS services to CLEC End User:

3.4.2.1.1 General Assistance - The End User dialing 0- or 0+, asks the OS operator to provide local and intraLATA dialing assistance for the purposes of completing calls, or requesting information on how to place calls (e.g., handling emergency calls, handling credits, etc.).

3.4.2.1.2 Calling Card - The End User dialing 0- or 0+, provides the OS operator with a Calling Card number for billing purposes, and seeks assistance in completing the call.

- 3.4.2.1.3 Collect - The End User dialing 0- or 0+, asks the OS operator to bill the charges associated with the call to the called number, provided such billing is accepted by the called number.
- 3.4.2.1.4 Third Number Billed - The End User dialing 0- or 0+, asks the OS operator to bill the call to a different number than the calling or called number.
- 3.4.2.1.5 Person-To-Person - The End User dialing 0- or 0+, asks the OS Operator for assistance in reaching a particular person or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified.
- 3.4.2.1.6 Busy Line Verification (BLV) - A service in which the End User asks an OS operator verify a conversation in progress.
- 3.4.2.1.7 Busy Line Interrupt (BLV/I) - A service in which the End User asks an operator to verify and interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.

3.5 DA Offerings:

3.5.1 DA Rate Structure:

- 3.5.1.1 AT&T-21STATE DA charges are assessed on a flat rate per call, regardless of call duration. The Pricing Sheet contains the recurring and nonrecurring rates.

3.5.2 DA Call Processing:

- 3.5.2.1 AT&T will provide DA services to CLEC End Users where technically feasible and available to AT&T-21STATE End Users served in accordance with DA Service methods and practices that are in effect at the time CLEC End User makes a DA call. AT&T-21STATE will provide the following DA services to a CLEC end User:
 - 3.5.2.1.1 Local Directory Assistance - Consists of providing published name and telephone number.
 - 3.5.2.1.2 Directory Assistance Call Completion (DACC) - A service in which a local or an intraLATA call to the requested number is completed.
 - 3.5.2.1.3 National Directory Assistance (NDA) - A service whereby callers may request published name and telephone number outside their LATA or local calling area for any listed telephone number in the United States.
 - 3.5.2.1.4 Reverse Directory Assistance (RDA) - Consists of providing listed local and national name and address information associated with a telephone number.
 - 3.5.2.1.5 Business Category Search (BCS) - A service callers may request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

3.6 OS/DA Non-recurring Charges for Loading Automated Call Greeting (i.e., Brand Announcement), Rates and Reference Information:

- 3.6.1 The incoming OS/DA call is automatically answered by a pre-recorded greeting loaded into the OS/DA switch itself. CLEC may custom brand or brand with silence.

- 3.6.1.1 CLEC will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTQ), to AT&T-21STATE in conformity with the format, length, and other requirements specified for all CLECs on the AT&T CLEC Online website.
- 3.6.1.2 AT&T-21STATE will then perform all of the loading and testing of the announcement for each applicable OS/DA switch prior to live traffic. CLEC may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner. CLEC will be responsible for paying subsequent loading and testing charges.
- 3.6.2 If CLEC does not wish to custom brand the OS/DA calls, CLEC End Users will hear silence upon connecting with the OS/DA switch by having AT&T-21STATE load a recording of silence into the automatic, pre-recorded announcement slot, set for the shortest possible duration allowed by the switch, to then be routed to OS/DA platform with all other OS/DA calls, for which brand loading charges will still apply.
 - 3.6.2.1 CLEC understands that End Users may not perceive silent announcements as ordinary mechanical handling of OS/DA calls.
 - 3.6.2.2 CLEC agrees that if it does not brand the call, CLEC shall indemnify and hold AT&T-21STATE harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing End User.
- 3.6.3 AT&T-21STATE will be responsible for loading the CLEC-provided recording or the silent announcement into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to AT&T-21STATE End Users. CLEC will be responsible for paying the initial recording or silent announcement loading charges, and thereafter, the per-call charge as well as any subsequent loading charges if new recordings or silent announcements are provided as specified above.
- 3.6.4 Branding/Silent Announcement load charges are assessed per loaded recording, per OCN, per switch. For example, a CLEC Reseller may choose to brand under a different name than its facilities-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the Branding/Silent Announcement charge. These charges are mandatory, nonrecurring, and are found in the Pricing Sheet.
- 3.6.5 Where CRR is technically feasible and/or available, the applicable CLEC-charged retail OS/DA rates and a CLEC-provided contact number (e.g., reference to a CLEC business office or repair call center) are loaded into the system utilized by the OS operator.
- 3.6.6 Where CRR is available, AT&T-21STATE will be responsible for loading the CLEC-provided OS/DA retail rates and the CLEC-provided contact number(s) into the OS/DA switches. CLEC will be responsible for paying the initial reference and rate loading charges.
- 3.6.7 CRR load charges are assessed per loaded set of rates/references, where Consolidated Reference Rater is available, per OCN, per state. For example, a CLEC reseller may choose to rate differently than its Facilities-Based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, with each loading incurring the rate/reference charge. These charges are mandatory, nonrecurring and are found in the Pricing Sheet.
- 3.6.8 Converting End Users from Prior Branded Service to CLEC or Silent-Branded Service, or between Resale and facilities-based service:

- 3.6.8.1 To the extent that CLEC has already established the Branding/Silent Announcement recording in AT&T-21STATE OS/DA switches for both Resale and facilities-based service, then no non-recurring charges apply to the conversion of End Users from prior Resale OS/DA wholesale service to facilities-based OS/DA wholesale service, or vice versa.
- 3.6.8.2 To the extent that CLEC has not established the Branding/Silent Announcement recording in AT&T-21STATE OS/DA switches for Resale and/or facilities-based service, then non-recurring charges apply to set up the OS/DA call for the new type of service, as is described in Section 3.6 above, and at the rates set forth in the Pricing Sheet.

4.0 **Inward Assistance Operator Services (INW)**

4.1 Responsibilities of the Parties:

- 4.1.1 To the extent that CLEC elects to interconnect with AT&T-21STATE's operator assistance switches, the CLEC's responsibilities are described below.
- 4.1.2 CLEC shall be financially responsible for the transport facilities to the AT&T-21STATE's switch(es). CLEC may self-provision these INW facilities, lease them from Third Parties, or lease them from AT&T-21STATE's intrastate Special Access Tariff.
- 4.1.3 The CLEC will initiate an ASR for a one-way trunk group from its designated operator assistance switch to the AT&T-21STATE operator assistance switch utilizing MF signaling.

4.2 CLEC will request in writing, thirty calendar (30) days in advance of the date when the INW are to be provided, unless otherwise agreed to by AT&T-21STATE. CLEC or its designated OS providers shall submit an ASR to AT&T-21STATE to establish any new interconnection trunking arrangements.

- 4.2.1 CLEC must provide one (1) Carrier Identification Code (CIC) for its CLEC or Incumbent Exchange Carrier business operation and an additional CIC for its IXC business operation if the CLEC wishes to receive separate billing data for its CLEC and IXC operations.

4.3 Specifics of INW Offering and Pricing:

- 4.3.1 Toll Center Codes will be used by the CLEC operators for routing and connecting to the AT&T-21STATE Operator assistance switches. These codes are specific to the various AT&T-21STATE LATAs where AT&T-21STATE operator assistance switches are located.
- 4.3.2 AT&T-21STATE OS will require a Toll Center Code for the CLEC OS assistance switch. This code will be the routing code used for connecting the AT&T-21STATE operator to the CLEC operator on an inward basis.
- 4.3.3 If the CLEC requires establishment of a new Toll Center Code, CLEC shall do so by referencing the LERG.
- 4.3.4 AT&T-21STATE pricing for INW shall be based on the rates specified in the Pricing Sheet.

4.4 If the CLEC terminates INW or OS/DA service prior to the expiration of the term of this Agreement, CLEC shall pay AT&T-21STATE, within thirty (30) calendar days of the issuance of any bills by AT&T-21STATE, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by AT&T-21STATE pursuant to this Attachment prior to its termination.

4.5 The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in the Pricing Sheet.

5.0 **Directory Assistance Listings (DAL)**

5.1 Responsibilities of the Parties:

- 5.1.1 Where technically feasible and/or available, AT&T-21STATE will provide DAL information referred to as Directory Assistance Listing (DAL) in AT&T SOUTHWEST REGION 5-STATE, Directory Assistance Listing Information Service (DALIS) in AT&T CALIFORNIA, Dialing Parity Directory Listings (DPDL) in AT&T MIDWEST REGION 5-STATE, Directory Assistance List License (DALL) in AT&T NEVADA and Directory Assistance Database Services (DADS) in AT&T SOUTHEAST REGION 9-STATE (hereinafter collectively referred to as DAL).
 - 5.1.2 AT&T-21STATE owns and maintains the database containing DAL information (name, address and published telephone number, or an indication of "non-published status") of telephone service subscribers.
 - 5.1.3 AT&T-21STATE uses the DAL information in its database to provide directory assistance (DA) service to End Users who call AT&T-21STATE's DA to obtain such information.
 - 5.1.4 Inasmuch as AT&T-21STATE provides DA service under contract for ILECs and CLECs, AT&T-21STATE's database also contains DAL information of other ILEC and CLEC telephone service subscribers.
 - 5.1.5 CLEC, or its agent, who choose to provide DA service to CLEC's End Users located in the CLEC's service area may load its database with DAL contained in AT&T-21STATE's DA database.
 - 5.1.6 AT&T-21STATE agrees to license requested DAL information contained in its database, under the following terms and conditions:
 - 5.1.6.1 AT&T-21STATE shall provide DAL information in a mutually acceptable format.
 - 5.1.6.2 AT&T-21STATE shall provide DAL information to CLEC via a mutually acceptable mode of transmission. Once the mode of transmission has been determined, AT&T-21STATE will provide to CLEC the initial load of DAL information in a mutually agreed upon timeframe.
- 5.2 Product Specific Service Delivery Provisions:
- 5.2.1 Use of DAL Information:
 - 5.2.1.1 CLEC may use the DAL information licensed and provided pursuant to this Attachment in compliance with all applicable laws, regulations, and rules including any subsequent decision by the FCC or a court regarding the use of DAL.
 - 5.2.1.2 In the event a telephone service subscriber has a "non-published" listing, a "non-published" classification will be identified in lieu of the telephone number information and will be considered part of the Listing Information. The last name, first name, street number, street name, community, and zip code will be provided as part of the Listing Information when available. The information provided for non-published telephone service subscribers can only be used for two (2) purposes. First, the non-published status may be added to the listing in CLEC's database for the sole purpose of adding/correcting the non-published status of the listings in the database. Second, addresses for non-published telephone service subscribers may be used for verification of the non-published status of the listing. If a caller provides the address for a requested listing, CLEC may verify the non-published status of the requested listing by matching the caller-provided address with the address in CLEC's database. CLEC however, may not provide the address information of a requested listing of a non-published telephone service subscriber to a caller under any circumstances, including when verifying the address. CLEC can notify the End User that the requested listing is non-published.

- 5.3 Other:
- 5.3.1 Pricing:
- 5.3.1.1 The prices at which AT&T-21STATE agrees to provide CLEC with DAL are provided for in the Pricing Sheet.
- 5.3.2 Breach of Contract:
- 5.3.2.1 In the event a Party is found to have materially breached the DAL provision of this Attachment, such breach shall be remedied immediately and the non-breaching Party shall have the right to terminate the breaching Party's DAL license, without terminating its own rights hereunder, upon fourteen (14) calendar days Notice, until the other Party's breach is remedied. Further should CLEC breach the DAL provisions of this Attachment, it shall immediately cease use of AT&T-21STATE's DAL information.
- 5.3.3 Term of DAL Service:
- 5.3.3.1 After twelve (12) consecutive months of service, either Party may terminate the DAL services provided under this Attachment, without termination liability, upon one hundred-twenty (120) calendar days written Notice to the other Party.
- 5.3.3.2 If the CLEC terminates this service prior to the first twelve (12) consecutive months of the contract term, CLEC shall pay AT&T-21STATE, within thirty (30) calendar days of the issuance of any bills by AT&T-21STATE, all amounts due for actual services provided under this Attachment, plus the monthly or estimated charges for the remainder of the first twelve (12) months of the contract term, plus costs incurred by AT&T-21STATE for that associated with the provision of the DAL database.
- 5.3.4 Ordering:
- 5.3.4.1 To order DAL service, CLEC shall use a DAL Order Application form as provided by AT&T-21STATE.

6.0 White Pages

- 6.1 General Provisions:
- 6.1.1 AT&T-21STATE will make available to CLEC, for CLEC End Users, non discriminatory access to white pages directory listings, as described herein.
- 6.1.2 AT&T-21STATE will meet state requirements through itself or a contracted vendor to publish alphabetical white pages directories in multiple formats, including printed directories, CD-ROM and other electronic formats for its ILEC Territory, as defined in the General Terms and Conditions of this Agreement. CLEC provides local exchange telephone service in the same area(s) and CLEC wishes to include listing information for its End Users located in AT&T-21STATE's ILEC Territory in the appropriate AT&T-21STATE white pages directories.

Responsibilities of the Parties:

- 6.1.3 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white pages directories, AT&T-21STATE will include in appropriate white pages directories the primary alphabetical listings of CLEC End Users located within the ILEC Territory. The rules, regulations and AT&T-21STATE practices are subject to change from time to time. When CLEC provides its subscriber listing information to AT&T-21STATE listings database, CLEC will receive for its End User, one primary listing in AT&T-21STATE white pages directory and a listing in AT&T-21STATE's DA database at no charge for each

- primary local telephone number listed, other than applicable service order charges as set forth in the Pricing Sheet.
- 6.1.3.1 Except in the case of a Local Service Request (LSR) submitted solely to port a number from AT&T SOUTHEAST REGION 9-STATE, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in AT&T-21STATE's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate.
- 6.1.3.2 Listing Information Confidentiality:
- 6.1.3.2.1 AT&T-21STATE will afford CLEC's directory listing information the same level of confidentiality that AT&T-21STATE affords its own directory listing information.
- 6.1.3.3 Unlisted/Non-Published End Users:
- 6.1.3.3.1 CLEC may provide to AT&T-21STATE the names, addresses and telephone numbers of all CLEC End Users who wish to be omitted from directories. Non-listed/Non-Published listings will be subject to the rates as set forth in the Pricing Sheet. CLEC shall not be obligated to provide any information to AT&T-21STATE for telephone numbers on CLEC's own network for which the End User does not wish to be listed, and CLEC shall have no payment obligation to AT&T-21STATE when it does not provide listing information to AT&T-21STATE for its own facilities-based subscribers.
- 6.1.3.4 Additional, Designer and Other Listings:
- 6.1.3.4.1 Where a CLEC End User requires foreign, enhanced, designer or other listings in addition to the primary listing to appear in the white pages directory, AT&T-21STATE will offer such listings at rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks.
- 6.1.4 CLEC shall furnish to AT&T-21STATE subscriber listing information pertaining to CLEC End Users located within the ILEC Territory, along with such additional information as AT&T-21STATE may be required to include in the alphabetical listings of said directory. CLEC shall refer to the AT&T CLEC Online website for methods, procedures and ordering information.
- 6.1.5 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-21STATE via a mechanical or manual feed of the directory listing information to AT&T-21STATE's Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the Effective Date of this Agreement, or upon CLEC reaching a volume of two hundred (200) listing updates per day, whichever comes first. CLEC's subscriber listings will be interfiled (interspersed) in the directory among AT&T-21STATE's subscriber listing information. **CLEC will submit listing information within one (1) Business Day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the DA database or the directory listing of a CLEC End User.** CLEC must submit all listing information intended for publication by the directory close (a/k/a last listing activity) date.
- 6.1.6 INTENTIONALLY LEFT BLANK.
- 6.1.7 Distribution of Directories:

- 6.1.7.1 Each CLEC subscriber will receive one copy per primary End User listing, as provided by CLEC, of the appropriate AT&T-21STATE white pages directory in the same manner, format and at the same time that they are delivered to AT&T-21STATE's subscribers during the annual delivery of newly published directories.
- 6.1.7.1.1 INTENTIONALLY LEFT BLANK.
- 6.1.7.2 AT&T-21STATE has no obligation to provide any additional white page directories above the directories provided to CLEC End Users as specified in Section 6.2.5.1 above.
- 6.1.7.3 CLEC subscribers may receive additional directories in the same manner and format as they are made available to AT&T-21STATE's subscribers.
- 6.1.8 AT&T-21STATE shall direct its publishing vendor to offer CLEC the opportunity to include in the "Information Pages", or comparable section of its white pages directories (covering the territory where CLEC is certified to provide local service), information provided by CLEC for CLEC installation, repair, customer service and billing information.
- 6.1.9 Use of Subscriber Listing Information:
- 6.1.9.1 AT&T-21STATE agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber (i.e., End User) listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as AT&T-21STATE's subscriber listing information. In exchange for AT&T-21STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T-21STATE to include and use the CLEC subscriber listing information provided to AT&T-21STATE's DA databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is AT&T-21STATE's use of CLEC's subscriber listing information in AT&T-21STATE's DA, DA related products and services, and directory publishing products and services. ***Neither AT&T-21STATE nor any of its affiliates shall use CLEC subscriber information for any marketing or "winback" efforts or campaigns, unless 1. the subscriber information is provided in the aggregate form along with all AT&T-21STATE subscriber information and 2. CLEC subscribers cannot be identified and separated from the information provided.*** **AT&T FLORIDA and its Affiliates agree that any subscriber listing information received from CLEC will be cared for in accordance with the provisions of Section 222 of the Act.**
- 6.1.9.2 AT&T-21STATE further agrees not to charge CLEC for serving as the single point of contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for AT&T-21STATE's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be intermingled with AT&T-21STATE's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by AT&T-21STATE.
- 6.1.10 A party that does not comply with its obligations under this Attachment shall pay all costs reasonably incurred by the other party and/or its Affiliates directly attributable to the non-compliance
- 6.1.11 This Attachment shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture.
- 6.1.12 Breach of Contract:

- 6.1.12.1 If either Party is found to have materially breached the white pages directory terms of this Attachment, the parties agree to follow the informal dispute resolution provisions of this agreement in good faith to resolve the dispute. In the event the dispute is not resolved within sixty (60) calendar days, the non-breaching Party may terminate the white pages directory terms of this Attachment by providing written Notice to the breaching Party, whereupon this Attachment shall be null and void with respect to any issue of AT&T-21STATE's white pages directory published sixty (60) or more calendar days after the date of receipt of such written Notice. CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates and vendor as a result of such CLEC breach.

7.0 **General Conditions**

- 7.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, this Attachment in its entirety or any Service(s) or features of Service(s) offerings that are provided under this Attachment on ninety (90) day's written notice. This provision shall not apply to any service which AT&T-21STATE is required by law or regulation to provide to CLEC.

ATTACHMENT 07 - OPERATIONS SUPPORT SYSTEMS

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1.0 Introduction

- 1.1 This Attachment sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) "functions" to CLEC for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by AT&T-21STATE. CLEC represents and covenants that it will only use OSS furnished pursuant to this Agreement for activities related to 251(c)(3) UNEs (as provided in Attachment 13 - 251(c)(3) UNEs, resold services, or other services covered by this Interconnection Agreement ICA Service(s)).
- 1.2 Should AT&T-21STATE no longer be obligated to provide a 251(c)(3) UNE or other ICA Service under the terms of this Agreement, AT&T-21STATE shall no longer be obligated to offer access and use of OSS for that ICA Service.

2.0 Definitions

- 2.1 "Service Bureau Provider (SBP)" means a company which has been engaged by a CLEC to act on its behalf for purposes of accessing AT&T-21STATE OSS application-to-application interfaces via a dedicated connection over which multiple CLEC's local service transactions are transported.

3.0 General Provisions

- 3.1 AT&T-21STATE's OSS are comprised of systems and processes that are in some cases region-specific (hereinafter referred to as "Regional OSS"). Regional OSS is available only in the regions where such systems and processes are currently operational.
- 3.2 AT&T-21STATE will provide electronic access to OSS via web-based GUIs and application-to-application interfaces. These GUIs and interfaces will allow CLEC to perform pre-order, order, provisioning, maintenance and repair functions. AT&T-21STATE will follow industry guidelines and the Change Management Process (CMP) in the development of these interfaces.
- 3.3 AT&T-21STATE will provide all relevant documentation (manuals, user guides, specifications, etc.) regarding business rules and other formatting information, as well as practices and procedures, necessary to handle OSS related requests. All relevant documentation will be readily accessible at AT&T's CLEC Online website. Documentation may be amended by AT&T-21STATE in its sole discretion from time to time. All Parties agree to abide by the procedures contained in the then-current documentation. This provision shall not be construed as a waiver of either party's rights to dispute the reasonableness, lawfulness and/or enforceability of any provision of any incorporated document before the Commission following a good-faith effort to resolve any dispute informally between the parties.
- 3.4 AT&T-21STATE's OSS are designed to accommodate requests for both current and projected demands of CLEC and other CLECs in the aggregate.
- 3.5 CLEC shall advise AT&T-21STATE no less than seven (7) Business Days in advance of any anticipated ordering volumes above CLEC's normal average daily volumes.
- 3.6 It is the sole responsibility of CLEC to obtain the technical capability to access and utilize AT&T-21STATE's OSS interfaces. All hardware and software requirements for the applicable AT&T-21STATE Regional OSS are specified on AT&T's CLEC Online website.
- 3.7 CLEC must access the AT&T-21STATE OSS interfaces as indicated in the connectivity specifications and methods set forth on AT&T's CLEC Online website.
- 3.8 Prior to initial use of AT&T-21STATE's Regional OSS, CLEC shall attend and participate in implementation meetings to discuss CLEC access plans in detail and schedule testing.
- 3.9 The technical support function of electronic OSS interfaces can be accessed via the AT&T CLEC Online website. CLEC will also provide a single point of contact for technical issues related to CLEC's use of AT&T-21STATE's electronic interfaces. AT&T-21STATE shall provide to CLEC a reasonable means of timely resolving OSS and/or OSS ordering issues, including prompt resolution of ambiguous rejects, jeopardies or errors on orders. Provided, however, that CLEC shall in all instances retain responsibility for submitting a complete and accurate order.

- 3.10 CLEC agrees that there may be Resale service and 251(c)(3) UNEs available on a regional basis and that such regional offering may only be ordered where they are made available in accordance with Resale or 251(c)(3)UNE Attachments. Moreover, CLEC shall not be permitted to order ICA Services unless CLEC has a right, under this Agreement, to order such service.
- 3.11 AT&T-21STATE shall provide nondiscriminatory access to OSS processes. When OSS processes are not available electronically, AT&T-21STATE shall make manual processes available.
- 3.12 The Parties agree that a collaborative CMP will be used to manage changes to existing interfaces, introduction of new interfaces and retirement of interfaces. The CMP will cover changes to AT&T-21STATE's electronic interfaces, AT&T-21STATE's CLEC testing environment, associated manual process improvements, and relevant documentation. The process will define a procedure for resolution of CMP disputes.
- 3.13 Due to enhancements and on-going development of access to AT&T-21STATE CLEC OSS functions, certain interfaces may be modified, may be temporarily unavailable, or may be phased out after execution of this Agreement. AT&T-21STATE shall provide proper notice of interface phase-out in accordance with CMP.
- 3.14 The Parties agree to provide one another with toll-free contact numbers for the purpose of addressing ordering, provisioning and maintenance of services issues. Contact numbers for maintenance/repair of services shall be staffed twenty-four (24) hours per day, seven (7) days per week. ***Each party shall be required to provide a human agent to the other party for telephone calls to report an outage, open a repair ticket in inquire about a repair ticket previously opened.***
- 3.15 Proper Use of OSS Interfaces
- 3.15.1 CLEC shall use AT&T-21STATE electronic interfaces, as described herein, exclusively for the purposes specifically provided herein. In addition, CLEC agrees that such use will comply with AT&T-21STATE's Data Connection Security Requirements as identified in Section 9.0 below of this Attachment. Failure to comply with the requirements of this Attachment, including such security guidelines, may result in forfeiture of electronic access to OSS functionality. In addition, CLEC shall be responsible for and indemnifies AT&T-21STATE against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of AT&T-21STATE's OSS from CLEC systems, workstations or terminals or by CLEC employees, agents, or any Third Party gaining access through information and/or facilities obtained from or utilized by CLEC and shall pay AT&T-21STATE for any and all damages caused by such unauthorized entry.
- 3.15.2 CLEC's access to pre-order functions will only be used to view Customer Proprietary Network Information (CPNI) of another carrier's End User where CLEC has obtained an authorization from the End User for release of CPNI.
- 3.15.2.1 CLEC must maintain records of individual End Users' authorizations for change in local Exchange Service and release of CPNI which adhere to all requirements of state and federal law, as applicable.
- 3.15.2.2 CLEC is solely responsible for determining whether proper authorization has been obtained and holds AT&T-21STATE harmless from any loss on account of CLEC's failure to obtain proper CPNI consent from an End User. The Parties agree not to view, copy, or otherwise obtain access to the customer record information about any other carriers' End Users without proper permission. CLEC will obtain access to End User customer record information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided.
- 3.15.3 AT&T-21STATE shall be free to connect an End User to any CLEC based upon that CLEC's request and that CLEC's assurance that proper End User authorization has been obtained. CLEC shall make any such authorization it has obtained available to AT&T-21STATE upon request and at no charge.
- 3.15.4 By using electronic interfaces to access OSS functions, CLEC agrees to perform accurate and correct ordering of ICA Services. CLEC is also responsible for all actions of its employees using any of AT&T-

21STATE's OSS. As such, CLEC agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by AT&T-21STATE caused by any and all inaccurate ordering or usage of the OSS, if such costs are not already recovered through other charges assessed by AT&T-21STATE to CLEC. AT&T-21STATE shall not be entitled to recover any such costs or charges under this section where said inaccuracies or errors were caused by either the incorrect advice of an authorized employee of AT&T-21STATE or by the failure or refusal of AT&T-21STATE to reasonably respond to CLEC's request to an authorized employee of AT&T-21STATE for assistance with submitting an order in the AT&T-21STATE OSS. In addition, CLEC agrees to indemnify and hold AT&T-21STATE harmless against any claim made by an End User of CLEC or Third Parties against AT&T-21STATE caused by or related to CLEC's use of any AT&T-21STATE OSS.

3.15.5 In the event AT&T-21STATE has good cause to believe that CLEC has used AT&T-21STATE OSS in a way that conflicts with this Agreement or Applicable Law, AT&T-21STATE shall give CLEC written Notice describing the alleged misuse ("Notice of Misuse"). CLEC shall immediately refrain from the alleged misuse until such time that CLEC responds in writing to the Notice of Misuse, which CLEC shall provide to AT&T-21STATE within twenty (20) calendar days after receipt of the Notice of Misuse. In the event CLEC agrees with the allegation of misuse, CLEC shall refrain from the alleged misuse during the term of this Agreement.

3.15.6 In the event CLEC does not respond to the Notice of Misuse or does not agree that the CLEC's use of AT&T-21STATE OSS is inconsistent with this Agreement or Applicable Law, then the Parties agree to the following steps:

3.15.6.1 If such misuse involves improper access of pre-order applications or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, CLEC shall continue to refrain from using the particular OSS functionality in the manner alleged by AT&T-21STATE to be improper, until CLEC has implemented a mutually agreeable remedy to the alleged misuse.

3.15.6.2 To remedy the misuse for the balance of the Agreement, the Parties will work together as necessary to mutually determine a permanent resolution for the balance of the term of the Agreement.

3.16 In order to determine whether CLEC has engaged in the alleged misuse described in the Notice of Misuse, AT&T-21STATE shall have the right to conduct an audit of CLEC's use of the AT&T-21STATE OSS. Such audit shall be limited to auditing those aspects of CLEC's use of the AT&T-21STATE OSS that relate to the allegation of misuse as set forth in the Notice of Misuse. AT&T-21STATE shall give ten (10) calendar days advance written Notice of its intent to audit CLEC ("Audit Notice") under this Section, and shall identify the type of information needed for the audit. Such Audit Notice may not precede the Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) calendar days after the date of the Audit Notice (unless otherwise agreed by the Parties), CLEC shall provide AT&T-21STATE with access to the requested information in any reasonably requested format, at an appropriate CLEC location, unless otherwise agreed to by the Parties. The audit shall be at AT&T-21STATE's expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. AT&T-21STATE agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within AT&T-21STATE. If CLEC fails to cooperate in the audit, AT&T-21STATE reserves the right to terminate CLEC's access to electronic processes.

4.0 Pre-Ordering

4.1 AT&T-21STATE Regional OSS are available in order that CLEC can perform the pre-ordering functions for ICA Services, including but not limited to:

4.1.1 Service address validation

4.1.2 Telephone number selection

4.1.3 Service and feature availability

4.1.4 Due date information

4.1.5 Customer service information

4.1.6 Loop makeup information

4.2 Complete Regional OSS pre-order functions may be found on AT&T's CLEC Online website.

4.3 CLEC shall provide AT&T-21STATE with access to End User record information, including circuit numbers associated with each telephone number where applicable. CLEC shall provide such information within four (4) hours after requested via electronic access where available. If electronic access is not available, CLEC shall provide to AT&T-21STATE paper copies of End User record information, including circuit numbers associated with each telephone number where applicable. CLEC shall provide such End User service records within twenty-four (24) hours of a valid request, exclusive of Saturdays, Sundays and holidays.

4.4 Data validation files provided are described on the AT&T CLEC Online website. These files provide an alternate method of acquiring pre-ordering information that is considered relatively static and are available via the pre-order GUI, AT&T's CLEC Online website, or other distribution methods.

5.0 Ordering

5.1 AT&T-21STATE will provide ordering functionality. To order any ICA Services CLEC will format a Local Service Request (LSR) to identify the features, services or elements CLEC is requesting AT&T-21STATE to provision in accordance with applicable AT&T-21STATE ordering requirements and other terms and conditions of this Agreement. Ordering requirements are located on AT&T's CLEC Online website.

5.2 In ordering and provisioning, Unbundled Dedicated Transport (UDT) and local Interconnection trunks, CLEC and AT&T-21STATE will use industry Access Service Request (ASR) guidelines, based upon AT&T-21STATE ordering requirements. AT&T-21STATE's ASR guidelines are located on AT&T's CLEC Online website.

5.3 AT&T-21STATE product/service intervals are located on AT&T's CLEC Online website.

5.4 AT&T-21STATE shall return a Firm Order Confirmation (FOC) in accordance with the applicable performance intervals.

5.5 When an AT&T-21STATE provided ICA Service is replaced by CLEC's facility-based service using any AT&T-21STATE provided ICA Services and both the old and new ICA Service(s) were ordered by CLEC, CLEC shall issue appropriate service requests, to both disconnect the existing service and order the new ICA Services. These requests will be processed by AT&T-21STATE, and CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual ICA Service and cross-connect ordered. Similarly, when an End User is served by one CLEC using AT&T-21STATE provided ICA Services is converted to another CLEC's service using any AT&T-21STATE provided ICA Services, the requesting CLEC shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC End User. These requests will be processed by AT&T-21STATE and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual ICA Service and cross-connect ordered.

5.6 AT&T-21STATE shall bill to CLEC an LSR charge and/or appropriate service order charges based on the manner in which the order is submitted (e.g. manually, semi-mechanized, mechanized) at the rate set forth in the applicable Pricing Schedule, and/or applicable tariffs, price list or service guides to this Agreement for each LSR submitted. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSR charges shall not apply to LSRs submitted to either party for the sole purpose of Local Number Portability.

5.7 The Commissions, in some states, have ordered per element manual additive nonrecurring charges for ICA Services ordered by means other than one of the interactive interfaces ("Additional Charges"). Additional Charges shall charges will apply in these states as set forth in the applicable Pricing Schedule, and/or applicable tariffs, price list or service guides.

6.0 Provisioning

- 6.1 AT&T-21STATE will provide to CLEC nondiscriminatory provisioning of ICA Services. Access to order status and provisioning order status is available via the regional pre-ordering and ordering GUIs, AT&T's CLEC Online website, and application-to-application interfaces.
- 6.2 AT&T-21STATE shall provision services during its regular working hours. To the extent CLEC requests provisioning of service to be performed outside AT&T-21STATE's regular working hours, or the work so requested requires AT&T-21STATE's technicians or project managers to work outside of regular working hours, AT&T-21STATE will assess overtime charges set forth in the Pricing Schedule/AT&T-21STATE's intrastate Access Services Tariff.
- 6.3 In the event AT&T-21STATE must dispatch to the End User's location more than once for provisioning of ICA Services due to incorrect or incomplete information provided by CLEC (e.g., incomplete address, incorrect contact name/number, etc.), AT&T-21STATE will bill CLEC for each additional dispatch required to provision the circuit due to the incorrect/incomplete information provided. AT&T-21STATE will assess the Maintenance of Service Charge/Trouble Determination Charge/Trouble Location Charge/Time and Material Charges/Additional Labor Charges from the applicable Pricing Schedule, and/or applicable tariffs, price list or service guides.
- 6.4 ***In the event CLEC must dispatch to the End User's location to resolve an issue solely caused by AT&T-21STATE's employees, contractors or agents (such as AT&T tampering with CLEC End User's service, AT&T falsely reporting that service has been properly installed when it has not, or AT&T falsely reporting that service has been repaired when it has not) CLEC will bill AT&T-21STATE and AT&T-21STATE shall pay for each dispatch required to resolve the problem caused by AT&T. The charge for each such dispatch shall not exceed the then-current AT&T-21STATE Trouble Determination Charge. INTENTIONALLY LEFT BLANK.***
- 6.5 Cancellation Charges:
- 6.5.1 If CLEC cancels an order for ICA Services subsequent to AT&T-21STATE's generation of a service order, any costs incurred by AT&T-21STATE in conjunction with provisioning of services as requested on the cancelled LSR will be recovered in accordance with the cancellation methodology set forth in the Cancellation Charge Percentage Chart found on AT&T's CLEC Online website. In addition, AT&T-21STATE reserves the right to assess cancellation charges if CLEC fails to respond within nine (9) Business Days to a Missed Appointment order notification.
- 6.5.1.1 Notwithstanding the foregoing, if CLEC places an LSR based upon AT&T-21STATE's loop makeup information, and such information is inaccurate resulting in the inability of AT&T-21STATE to provision the ICA Services requested and another spare compatible facility cannot be found with the transmission characteristics of the ICA Services originally requested, cancellation charges shall not apply. Where CLEC places a single LSR for multiple ICA Services based upon loop makeup information, and information as to some, but not all, of the ICA Services is inaccurate, if AT&T-21STATE cannot provision the ICA Services that were the subject of the inaccurate loop makeup information, CLEC may cancel all or part of its request for those ICA Services without incurring any charges for the cancelled portion.
- 6.6 Expedite Charges:
- 6.6.1 For Expedite requests by CLEC, charges from the Pricing Schedule will apply for intervals less than the standard interval as outlined on the AT&T CLEC Online website.
- 6.7 Order Modification Charges:
- 6.7.1 If CLEC modifies an order after being sent a FOC from AT&T-21STATE, the Order Modification Charge (OMC) or Order Modification Charge Additional Dispatch (OMCAD) will be accessed from the Pricing Schedule as applicable.
- 7.0 Maintenance/Repair**
- 7.1 AT&T-21STATE will provide CLEC with access to electronic interfaces for the purpose of reporting and monitoring trouble.

- 7.2 The methods and procedures for trouble reporting outlined on the AT&T CLEC Online website shall be used.
- 7.3 AT&T-21STATE will maintain, repair and/or replace ICA Services in accordance with the FCC requirements and applicable tariffs.
- 7.4 CLEC shall make available at mutually agreeable times the 251(c)(3) UNEs provided pursuant to this Agreement in order to permit AT&T-21STATE to test and make adjustments appropriate for maintaining the 251(c)(3) UNEs in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.
- 7.5 Neither CLEC or its End Users shall rearrange, move, disconnect, remove or attempt to repair any facilities owned by AT&T-21STATE except with the prior written consent of AT&T-21STATE.
- 7.6 CLEC will be responsible for testing and isolating troubles on ICA Services. CLEC must test and isolate trouble to the AT&T-21STATE network before reporting the trouble to the Maintenance Center. Upon request from AT&T-21STATE at the time of the trouble report, CLEC will be required to provide the results of the CLEC test isolating the trouble to the AT&T-21STATE network.
- 7.7 For all ICA Services repair requests, CLEC shall adhere to AT&T-21STATE's prescreening guidelines prior to referring the trouble to AT&T-21STATE.
- 7.8 CLEC will contact the appropriate AT&T-21STATE repair centers in accordance with procedures established by AT&T-21STATE.
- 7.9 AT&T-21STATE reserves the right to contact CLEC's End Users, if deemed necessary, for provisioning or maintenance purposes.
- 7.10 Repair requests are billed in accordance with the provisions of this Agreement. If CLEC reports a trouble on a AT&T-21STATE ICA Service and no trouble is found in AT&T-21STATE's network, AT&T-21STATE will charge CLEC a Maintenance of Service Charge/Trouble Determination Charge/Trouble Location Charge/Time and Material Charges/Additional Labor Charges for any dispatching and testing (both inside and outside the Central Office) required by AT&T-21STATE in order to confirm the working status. AT&T-21STATE will assess these charges at the rates set forth in the Pricing Schedule and/or applicable tariffs.
- 7.11 In the event AT&T-21STATE must dispatch to an End User's location more than once for repair or maintenance of ICA Services due to incorrect or incomplete information provided by CLEC (e.g., incomplete address, incorrect contact name/number, etc.), AT&T-21STATE will bill CLEC for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. AT&T-21STATE will assess the Maintenance of Service Charge/Trouble Determination Charge/Trouble Location Charge/Time and Material Charges/Additional Labor Charges at the rates set forth in the Pricing Schedule.
- 7.12 ***In the event CLEC must dispatch to the End User's location to resolve an issue solely caused by AT&T-21STATE's employees, contractors or agents (such as AT&T tampering with CLEC End User's ICA Service, AT&T falsely reporting that ICA Service has been properly installed when it has not, or AT&T falsely reporting that ICA Service has been repaired when it has not) CLEC will bill AT&T-21STATE and AT&T-21STATE shall pay for each dispatch required to resolve the problem caused by AT&T. The charge for each such dispatch shall not exceed the then-current AT&T-21STATE Trouble Determination Charge.***
INTENTIONALLY LEFT BLANK.
- 7.13 CLEC shall pay Time and Material charges when AT&T-21STATE dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than AT&T-21STATE or in detariffed CPE provided by AT&T-21STATE, unless covered under a separate maintenance agreement.
- 7.14 CLEC shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.

- 7.15 If CLEC issues a trouble report allowing AT&T-21STATE access to End User's premises and AT&T-21STATE personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that AT&T-21STATE personnel are dispatched. Subsequently, if AT&T-21STATE personnel are allowed access to the premises, these charges will still apply.
- 7.16 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of AT&T-21STATE performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of AT&T-21STATE performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of AT&T-21STATE performed other than on a normally scheduled workday.
- 7.16.1 If CLEC requests or approves an AT&T-21STATE technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay Time and Material charges for any additional work to perform such services, including requests for installation or other work outside of normally scheduled working hours.

8.0 Billing

- 8.1 AT&T-21STATE will provide to CLEC nondiscriminatory access to associated billing information as necessary to allow CLEC to perform billing functions.
- 8.1.1 The charges for bill data are dependent upon the manner in which such bill data is delivered to CLEC.
- 8.1.1.1 CLEC agrees to pay the applicable rates set forth in the Pricing Schedule, Tariff, or Guidebook, as applicable
- 8.1.1.2 When a CLEC elects to receive its monthly billing statements in more than one bill media format paper media shall be the primary media source and any other media formats shall be secondary media subject to the rates, terms and conditions contained in the Pricing Schedule, Tariff, or Guidebook, as applicable.

9.0 Data Connection Security Requirements

- 9.1 CLEC agrees to comply with AT&T-21STATE data connection security procedures, including but not limited to procedures on joint security requirements, information security, user identification and authentication, network monitoring, and software integrity. These procedures are set forth on the AT&T-CLEC Online website.
- 9.2 CLEC agrees that interconnection of CLEC data facilities with AT&T-21STATE data facilities for access to OSS will be in compliance with AT&T-21STATE's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document current at the time of initial connection to AT&T-21STATE and available on the AT&T CLEC Online website.
- 9.3 Joint Security Requirements:
- 9.3.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.).
- 9.3.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.

- 9.3.3 CLEC shall immediately notify AT&T-21STATE when an employee user ID is no longer valid (e.g. employee termination or movement to another department).
- 9.3.4 The Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.
- 9.3.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the CLEC's or AT&T-21STATE's network. At a minimum, this shall include access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.
- 9.3.6 The Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.
- 9.4 Additional Responsibilities of the Parties:
- 9.4.1 Modem/DSU Maintenance And Use Policy:
- 9.4.1.1 To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on AT&T-21STATE's premises, such maintenance will be provided under the terms of the "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document cited in Section 9.2 above.
- 9.4.2 Monitoring:
- 9.4.2.1 Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.
- 9.4.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.
- 9.4.4 In the event that one (1) Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.
- 9.4.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.
- 9.4.6 All network-related problems will be managed to resolution by the respective organizations, CLEC or AT&T-21STATE, as appropriate to the ownership of a failed component. As necessary, CLEC and AT&T-

21STATE will work together to resolve problems where the responsibility of either Party is not easily identified.

9.5 Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel:

9.5.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 9.6 below through Section 9.12 below inclusive summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to CLEC or AT&T-21STATE, respectively, as the providers of the computer, network or information in question.

9.5.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.

9.6 General Policies:

9.6.1 Each Party's resources are for approved this Agreement's business purposes only.

9.6.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.

9.6.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.

9.6.4 Authorized users shall not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.

9.6.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

9.7 User Identification:

9.7.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.

9.7.2 User identification shall be accomplished by the assignment of a unique, permanent user ID, and each user ID shall have an associated identification number for security purposes.

9.7.3 User IDs will be revalidated on a monthly basis.

9.8 User Authentication:

9.8.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.

9.8.2 Passwords must not be stored in script files.

9.8.3 Passwords must be entered by the user.

9.8.4 Passwords must be at least six (6) to eight (8) characters in length, not blank or a repeat of the user ID; contain at least one (1) letter, and at least one (1) number or special character must be in a position other than the first or last position. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.

- 9.8.5 Systems will require users to change their passwords regularly (usually every thirty-one (31) days).
- 9.8.6 Systems are to be configured to prevent users from reusing the same password for six (6) changes/months.
- 9.8.7 Personal passwords must not be shared. Any user who has shared his password is responsible for any use made of the password.
- 9.9 Access and Session Control:
- 9.9.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.
- 9.9.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.
- 9.10 User Authorization:
- 9.10.1 On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user ID is approved for access to the system.
- 9.11 Software and Data Integrity:
- 9.11.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.
- 9.11.2 All software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.
- 9.11.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be accessed through the direct connection or dial up access to OSS Interfaces.
- 9.11.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.
- 9.12 Monitoring and Audit:
- 9.12.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:
- "This is a(n) (AT&T or CLEC) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."*
- 9.12.2 After successful authentication, each session will display the last logon date/time and the number of unsuccessful logon attempts. The user is responsible for reporting discrepancies.
- 10.0 Miscellaneous**
- 10.1 To the extent AT&T-21STATE seeks to recover costs associated with OSS system access and connectivity, AT&T-21STATE shall not be foreclosed from seeking recovery of such costs via negotiation, arbitration, or generic proceeding during the term of this Agreement.

- 10.2 Unless otherwise specified herein, charges for the use of AT&T-21STATE's OSS, and other charges applicable to pre-ordering, ordering, provisioning and maintenance and repair, shall be at the applicable rates set forth in the Pricing Schedule.
- 10.3 Single Point of Contact:
- 10.3.1 CLEC will be the single point of contact with AT&T-21STATE for ordering activity for ICA Services used by CLEC to provide services to its End Users, except that AT&T-21STATE may accept a request directly from another CLEC, or AT&T-21STATE, acting with authorization of the affected End User. Pursuant to a request from another carrier, AT&T-21STATE may disconnect any ICA Service being used by CLEC to provide service to that End User and may reuse such network elements or facilities to enable such other carrier to provide service to the End User. AT&T-21STATE will notify CLEC that such a request has been processed but will not be required to notify CLEC in advance of such processing.
- 10.4 Use of Facilities:
- 10.4.1 When an End User of CLEC elects to discontinue service and to transfer service to another LEC, including AT&T-21STATE, AT&T-21STATE shall have the right to reuse the facilities provided to CLEC, regardless of whether those facilities are provided as ICA Services, and regardless of whether the End User served with such facilities has paid all charges to CLEC or has been denied service for nonpayment or otherwise. AT&T-21STATE will notify CLEC that such a request has been processed after the disconnect order has been completed.
- 10.5 AT&T-21STATE will provide loss notifications to CLEC. This notification alerts CLEC that a change requested by another Telecommunications provider has/or may result in a change in the Local Service Provider associated with a given telephone number. It will be provided via the ordering GUI and application-to-application interfaces and AT&T's CLEC Online website, as applicable.
- 10.6 Loop Make-Up Data: AT&T-21STATE shall provide facilities makeup data for Unbundled Network Elements via its OSS at any location where Unbundled Loops exist.
- 11.0 Service Bureau Provider Arrangements for Shared Access to OSS**
- 11.1 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, CLEC shall be permitted to access AT&T-21STATE OSS via a Service Bureau Provider as follows:
- 11.1.1 CLEC shall be permitted to access AT&T-21STATE application-to-application OSS interfaces, via a Service Bureau Provider where CLEC has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with AT&T-21STATE to allow Service Bureau Provider to establish access to and use of AT&T-21STATE's OSS.
- 11.1.2 CLEC's use of a Service Bureau Provider shall not relieve CLEC of the obligation to abide by all terms and conditions of this Agreement. CLEC must ensure that its agent properly performs all OSS obligations of CLEC under this Agreement, which CLEC delegates to Service Bureau Provider.
- 11.1.3 It shall be the obligation of CLEC to provide Notice in accordance with the Notice provisions of the General Terms and Conditions of this Agreement whenever it establishes an agency relationship with a Service Bureau Provider or terminates such a relationship. AT&T-21STATE shall have a reasonable transition time to establish a connection to a Service Bureau Provider once CLEC provides Notice. Additionally, AT&T-21STATE shall have a reasonable transition period to terminate any such connection after Notice from CLEC that it has terminated its agency relationship with a Service Bureau Provider.
- 11.2 AT&T-21STATE shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond AT&T-21STATE's control associated with Third Party systems or equipment including systems, equipment and services provided by a Service Bureau Provider (acting as CLEC's agent for connection to AT&T-21STATE's OSS) which could not be avoided by AT&T-21STATE through the exercise of reasonable diligence or delays or other problems

resulting from actions of a Service Bureau Provider, including Service Bureau provided processes, services, systems or connectivity.

ATTACHMENT 08 - BONA FIDE REQUEST

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1.0 Introduction

- 1.1 The Parties agree that CLEC is entitled to order any Section 251 or 251(c)(3) element required to be made available by FCC requirements pursuant to the Act. A Bona Fide Request (BFR) is to be used when CLEC makes a request of AT&T-21STATE to provide a new or modified Section 251 or 251(c)(3) element that is not currently offered by AT&T-21STATE but is required to be made available via the Act.

2.0 Definitions

- 2.1 "BFR" means a Bona Fide Request pursuant to the Act.
- 2.2 "Complex Request Evaluation Fee" means an Individual Case Basis (ICB) fee to compensate AT&T-21STATE for the extraordinary expenses directly related to the CLEC's BFR which is a complex request that requires the allocation and engagement of additional resources above the existing allocated resources used on BFR cost development which include, but are not limited to, expenditure of funds to develop feasibility studies, specific resources that are required to determine request requirements (such as operation support system analysts, technical managers, software developers), software impact analysis by specific software developers; software architecture development, hardware impact analysis by specific system analysts, etc.
- 2.3 "Development Rate" means the estimated cost for AT&T-21STATE to develop the new or modified 251(c)(3) element and other network elements.

3.0 Responsibilities of the Parties

- 3.1 A BFR shall be submitted by CLEC on the BFR Application Form, located on the AT&T CLEC Online website to their designated AT&T-21STATE Senior Carrier Accounts Manager (SrCAM) and shall specifically identify the requested service date, technical requirements, and/or such other specifications that clearly define the request such that AT&T-21STATE has sufficient information to analyze and prepare a response. Such a request shall also include CLEC's designation of the BFR being pursuant to the Act.
- 3.1.1 CLEC shall include with its BFR Application Form a "BFR Deposit" to cover preliminary evaluation costs. See Pricing Schedule for the BFR Deposit amount.
- 3.1.2 If the BFR Deposit amount identified in the Pricing Schedule is not made at the time of the BFR Application, CLEC shall be responsible for all preliminary evaluation costs incurred by AT&T-21STATE to complete the preliminary analysis (regardless of whether such costs are greater or lesser than the BFR Deposit amount in the Pricing Schedule).
- 3.1.3 If CLEC submits a BFR Deposit with its BFR, and AT&T-21STATE is not able to process the request or determines that the request does not qualify for BFR treatment, then AT&T-21STATE will credit the BFR Deposit amount to the CLEC's account. Similarly, if the costs incurred to complete the Preliminary Analysis are less than the BFR Deposit, the balance of the deposit will, at the option of CLEC, either be credited toward the CLEC's account or credited toward any additional developmental costs authorized by CLEC.
- 3.2 Within two (2) Business Days of AT&T-21STATE's receipt of a fully complete and valid BFR, AT&T-21STATE shall acknowledge, in writing, its receipt and identify a single point of contact responsible for responding to the BFR and shall request any additional information needed to process the BFR to the extent known at that time. Notwithstanding the foregoing, AT&T-21STATE may reasonably request additional information from CLEC at any time during the processing of the BFR.
- 3.3 For any new or modified Section 251 or 251(c)(3) element required to be unbundled by Act, if AT&T-21STATE determines that the preliminary analysis of the requested BFR is of such complexity that it will cause AT&T-21STATE to expend extraordinary resources to evaluate the BFR, AT&T-21STATE shall notify CLEC within ten (10) Business Days of AT&T-21STATE's receipt of the BFR that a Complex Request Evaluation Fee will be required prior to the preliminary analysis of the BFR being performed by AT&T-21STATE. If CLEC accepts the Complex Request Evaluation Fee proposed by AT&T-21STATE, CLEC shall submit such fee within thirty (30) Business Days of AT&T-21STATE's notice that a Complex Request Evaluation Fee is required. AT&T-21STATE will not be obligated to further process the BFR until such Complex Request Evaluation Fee is received by AT&T-21STATE. Within thirty

- (30) Business Days of AT&T-21STATE's receipt of the Complex Request Evaluation Fee, AT&T-22STATE shall respond to CLEC by providing a preliminary analysis.
- 3.4 If AT&T-21STATE is not required to expend extraordinary resources to evaluate the BFR as described in Section 3.3 above, then within thirty (30) Business Days of AT&T-21STATE's receipt of CLEC's fully complete and valid BFR, AT&T-21STATE shall respond to CLEC by providing a preliminary analysis of the new or modified Section 251 or 251(c)(3) element. The preliminary analysis shall confirm either that AT&T-21STATE will or will not offer the new or modified Section 251 or 251(c)(3) element.
- 3.5 CLEC may cancel a BFR at any time up until thirty (30) Business Days after receiving AT&T-21STATE's preliminary analysis. If CLEC cancels the BFR within thirty (30) Business Days after receipt of AT&T-21STATE's preliminary analysis, AT&T-21STATE shall be entitled to retain the BFR Deposit or any Complex Request Evaluation Fee, minus those costs that have not been incurred by AT&T-21STATE as of the date of cancellation.
- 3.6 CLEC will have thirty (30) Business Days from receipt of the preliminary analysis to accept the preliminary analysis. CLEC must provide acceptance of the preliminary analysis in writing and provide the payment of the estimated Development Rate for the new or modified network element quoted in the preliminary analysis. If CLEC fails to respond within this thirty (30) Business Day period, the BFR will be deemed cancelled.
- 3.7 As soon as feasible, but not more than ninety (90) calendar days after AT&T-21STATE's receipt of CLEC's written acceptance of the preliminary analysis and payment of the estimated Development Rate, AT&T-21STATE shall provide to CLEC a firm price quote. The firm price quote will include any additional Development Rates, the nonrecurring rate and the recurring rate, and a detailed implementation plan. The firm nonrecurring rate will not include any of the Development Rate or the Complex Request Evaluation Fee, if required, in the calculation of this rate.
- 3.8 CLEC shall have thirty (30) Business Days from receipt of the firm price quote to accept or deny the firm price quote in writing and submit any additional Development Rates or nonrecurring rates quoted in the firm price quote. If AT&T-21STATE does not receive Notice of any of the foregoing within such thirty (30) Business Day period, the BFR shall be deemed canceled. CLEC shall be responsible to reimburse AT&T-21STATE for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by AT&T-21STATE).
- 3.9 Unless CLEC agrees otherwise, all prices shall be consistent with the applicable pricing principles and provisions of the Act.
- 3.10 If CLEC believes that AT&T-21STATE's firm price quote is not consistent with the requirements of the Act, either Party may seek dispute resolution in accordance with the Dispute Resolution provisions set forth in the General Terms and Conditions of this Agreement.
- 3.11 Upon agreement to the rates, terms and conditions of the BFR, an amendment to this Agreement may be required and the Parties shall negotiate such amendment in good faith.

ATTACHMENT 09 - PERFORMANCE MEASUREMENTS

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1.0 General Provisions

- 1.1 The Performance Measurements Plans referenced herein, notwithstanding any provisions in any other attachment in this Agreement, are not intended to create, modify or otherwise affect Parties' rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that AT&T-21STATE is limited to providing any particular manner of access. The Parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and Commission decisions/regulations, and in the case of Connecticut, state tariffs, and within this Agreement.
- 1.2 AT&T-21STATE's implementation of the Performance Measurements Plans addressed by this Attachment (Performance Measurement Plan(s), the Plan(s)) will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. The Parties agree that CLEC may not use the existence of such Plans as evidence that AT&T-21STATE has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. AT&T-21STATE's conduct underlying its performance, and the performance data provided under the Performance Measurements Plans, however, are not made inadmissible by these terms. AT&T-21STATE's performance as measured by these plans may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation.
- 1.3 Nothing herein shall be interpreted to be a waiver of AT&T-21STATE's right to argue and contend in any forum, in the future, that Sections 251 and 252 of the Telecommunications Act of 1996 do not impose any duty or legal obligation to negotiate and/or mediate or arbitrate a self-executing liquidated damages or remedy plan.

2.0 Region-Specific Provisions

2.1 AT&T MIDWEST REGION 5-STATE Requirements:

- 2.1.1 Except as otherwise provided herein, the Performance Measurements in the Performance Measurements Plans most recently adopted or ordered, in a generic/non-CLEC specific proceeding, by the Commission that approved this Agreement under Section 252(e) of the Act are incorporated herein. Modifications and/or deletions to Performance Measurements in that proceeding or any successor proceeding shall be automatically incorporated into this Agreement by reference in the month indicated by the Commission's order. The list of proceedings, by state, in which a Performance Measurements Plan has been adopted or ordered, is included in Section 2.1.3 below. For the purpose of this Agreement in Michigan, these measurements will be effective with the first full month of performance after Commission approval of the measurements.
- 2.1.2 The Performance Measurements Plans may include a remedy plan providing liquidated damages payments where such a plan was also approved by the Commission in a generic/non-CLEC specific proceeding. Any subsequent Commission-ordered additions, modifications and/or deletions to the remedies provisions of the Performance Measurements Plans, in that proceeding or any successor proceeding, to which no participating party has objected, shall be automatically incorporated into this Agreement by reference in the month indicated by the Commission's order. The list of proceedings, by state, in which a Performance Measurements (Remedy) Plan has been adopted or ordered, is included in Section 2.1.3 below. For the purpose of this Agreement, in Michigan, the Remedy Plan will be effective with the first full month of performance after Commission approval of the Remedy Plan.
- 2.1.3 Proceedings, by state, in which a Performance Measurements Plan has been adopted or ordered by the respective Commission under the specific authority identified herein, or under any successor authority or docket, shall be the effective plan under this Agreement. Currently, such dockets are as follows:
- 2.1.3.1 Illinois – 83 IL. Administrative Code Part 731
 - 2.1.3.2 Indiana – Cause No. 41657
 - 2.1.3.3 Michigan – Case No. U-11830

- 2.1.3.4 Ohio – Case No. 00-942-TP-COI
 - 2.1.3.5 Wisconsin – Docket No. 6720-TI-198 (Performance Measurements only)
 - 2.1.3.6 Wisconsin – AT&T Midwest Remedy Plan as approved by the Commission in CLEC-specific ICA.
- 2.2 Provisions of this Performance Measurements Attachment will terminate in accordance with Section 6.5 (Section 6.6 for Illinois and Michigan) of the AT&T MIDWEST REGION 5-STATE Remedy Plan.
- 2.3 AT&T SOUTHEAST REGION 9-STATE Requirements:
- 2.3.1 Except as otherwise provided herein, the Performance Measurements Plans most recently adopted or ordered by the respective Commission that approved this Agreement under Section 252(e) of the Act are incorporated herein. Any subsequent Commission-ordered additions, modifications and/or deletions to such plans (and supporting documents) in that proceeding or any successor proceeding shall be automatically incorporated into this Agreement by reference effective with the date of implementation by AT&T SOUTHEAST REGION 9-STATE pursuant to Commission order.
- 2.4 INTENTIONALLY LEFT BLANK.
- 2.4.1 INTENTIONALLY LEFT BLANK.
- 2.5 AT&T SOUTHWEST REGION 5-STATE Requirements:
- 2.5.1 The Performance Measurements Plans most recently approved, adopted or ordered by the respective Commission in the state 271 successor Agreement (X2A) proceedings are incorporated herein. Any subsequent Commission-ordered additions, modifications and/or deletions to such plans (and supporting documents), to which the Parties have agreed, shall be automatically incorporated into this Agreement by reference in the first full month following the effective date of the Commission order.
- 2.6 AT&T CALIFORNIA Requirements:
- 2.6.1 Except as otherwise provided herein, the Performance Measurements Plan ordered/approved by the California Public Commission in Decision No. 99-08-020 (dated August 5, 1999 and subsequent modifying decisions) in Docket No. R. 97-10-016/l. 97-10-017 (filed October 9, 1997) is incorporated herein. Any subsequent Commission-ordered additions, modifications and/or deletions to such plan (and its supporting documents) in that proceeding or any successor proceeding, to which the Parties have agreed, shall be automatically incorporated into this Agreement by reference in the first full month following the effective date of the Commission's order.
- 2.7 AT&T NEVADA Requirements:
- 2.7.1 Except as otherwise provided herein, the Performance Measurements Plan ordered/approved by the Nevada Public Utilities Commission in Docket 06-01039 (approved August 29, 2006) is incorporated herein. Any subsequent Commission-ordered additions, modifications and/or deletions to such plan (and its supporting documents) in that proceeding or any successor proceeding, to which the Parties have agreed, shall be automatically incorporated into this Agreement by reference in the first full month following the effective date of the Commission's order.

ATTACHMENT 10MWSE - ABT: NON-INTERCOMPANY SETTLEMENTS (NICS)

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1.0 Introduction

- 1.1 This Attachment sets forth the terms and conditions under which AT&T MIDWEST REGION 5-STATE and AT&T SOUTHEAST REGION 9-STATE will perform the revenue settlement of LEC-carried intrastate/intraLATA or interstate/intraLATA local/toll alternately billed calls between each of the aforementioned regions and the CLEC via the Centralized Message Distribution System (CMDS) Non-Intercompany Settlement (NICS) reports.

2.0 Definitions

- 2.1 "Non-Intercompany Settlement (NICS)" means a revenue settlement process for messages which originate from CLEC and bill to AT&T MIDWEST REGION 5-STATE and AT&T SOUTHEAST REGION 9-STATE and messages which originate from AT&T MIDWEST REGION 5-STATE and AT&T SOUTHEAST REGION 9-STATE and bill to CLEC. NICS messages must originate and bill within the same AT&T-Owned ILEC across the fourteen (14) individual states which make up these two regions.
- 2.2 "Non-Intercompany Settlements System" or "NICS System" means the national system administered by Telcordia that is used in the settlement of revenues for calls that are originated and billed by two (2) different Local Exchange Carriers (LECs) within a single CMDS Direct Participant's territory to another for billing. NICS applies to calls involving another LEC where the Earning Company and the Billing Company are located within both AT&T MIDWEST REGION 5-STATE and AT&T SOUTHEAST REGION 9-STATE.

3.0 General Provisions

- 3.1 NICS shall apply only to alternately billed messages (calling card, third number billed and collect calls) originated by AT&T MIDWEST REGION 5-STATE and AT&T SOUTHEAST REGION 9-STATE billed by CLEC (when the CLEC is using its own End Office Switch), or messages originated by CLEC and billed by AT&T MIDWEST REGION 5-STATE and AT&T SOUTHEAST REGION 9-STATE within the same AT&T MIDWEST REGION 5-STATE and AT&T SOUTHEAST REGION 9-STATE State (i.e., messages for intrastate/intraLATA traffic only).
- 3.1.1 For example, an alternately billed call originating within AT&T ILLINOIS territory and billed to a CLEC within AT&T ILLINOIS would be covered by this section; a call originating within AT&T ILLINOIS but billing outside of AT&T ILLINOIS would not be covered by NICS.
- 3.2 AT&T SOUTHEAST REGION 9-STATE will also collect the revenue earned by CLEC within the AT&T SOUTHEAST REGION 9-STATE territory from another LEC also within the AT&T SOUTHEAST REGION 9-STATE where the messages are billed, less a per message billing and collection fee indicated in the Pricing Schedule, on behalf of CLEC. AT&T SOUTHEAST REGION 9-STATE will remit the revenue billed by CLEC within region to the LEC also within region, where the messages originated, less a per message billing and collection fee indicated in the Pricing Schedule. These two amounts will be netted together by AT&T SOUTHEAST REGION 9-STATE and the resulting charge or credit issued to CLEC via a monthly invoice in arrears.
- 3.3 NICS does not extend to 900 or 976 calls or to other pay per call services.
- 3.4 The Telcordia Technologies NICS report is the source for revenue to be settled between AT&T MIDWEST REGION 5-STATE, AT&T SOUTHEAST REGION 9-STATE and CLEC. NICS settlement will be incorporated into the CLEC's monthly invoice.
- 3.5 This Attachment does not cover calls originating and billing within a state outside of AT&T MIDWEST REGION 5-STATE and/or AT&T SOUTHEAST REGION 9-STATE.
- 3.6 NICS does not include any interLATA and/or intraLATA long distance charges assessed by an Interexchange Carrier (IXC).
- 3.7 The Party billing the End User shall be responsible for all uncollectible amounts.
- 3.8 Net payment shall be due within thirty (30) calendar days of the date of the invoice.

4.0 Responsibilities of the Parties

- 4.1 Each Party is responsible for submitting the appropriate Exchange Message Interface (EMI) End User billable record (as defined in the Telcordia Technologies NICS System Specifications document) to Telcordia CMDS for inclusion in the NICS report when an alternately billed call originates from its End User.

5.0 Limitation of Liability

- 5.1 Except as otherwise provided herein, Limitation of Liability will be governed by the General Terms & Conditions of this Agreement:
- 5.1.1 AT&T MIDWEST REGION 5-STATE and/or AT&T SOUTHEAST REGION 9-STATE assume no liability for any LEC's or CLEC's receipt of appropriate revenues due to it from any other entity. CLEC agrees that AT&T MIDWEST REGION 5-STATE and/or AT&T SOUTHEAST REGION 9-STATE will not be liable to it for damages (including, but not limited to, lost profits and exemplary damages) which may be owed to it as a result of any inaccurate or insufficient information resulting from any entity's actions, omissions, mistakes, or negligence and upon which AT&T MIDWEST REGION 5-STATE and/or AT&T SOUTHEAST REGION 9-STATE may have relied in preparing settlement reports or performing any other act under this Attachment.
- 5.1.2 AT&T MIDWEST REGION 5-STATE and/or AT&T SOUTHEAST REGION 9-STATE will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of services provided pursuant to this Attachment, including those arising from associated equipment and data processing systems, except such losses or damages caused by the sole negligence of AT&T MIDWEST REGION 5-STATE and/or AT&T SOUTHEAST REGION 9-STATE. Any losses or damage for which AT&T MIDWEST REGION 5-STATE and/or AT&T SOUTHEAST REGION 9-STATE is held liable under this Attachment will in no event exceed the amount that CLEC would have billed AT&T MIDWEST REGION 5-STATE and/or AT&T SOUTHEAST REGION 9-STATE per CLEC's existing tariff for the services provided hereunder during the period beginning at the time AT&T MIDWEST REGION 5-STATE and/or AT&T SOUTHEAST REGION 9-STATE receives notice of the error, interruption, failure or malfunction, to the time service is restored.
- 5.1.3 AT&T MIDWEST REGION 5-STATE and/or AT&T SOUTHEAST REGION 9-STATE assumes no responsibility with regard to the correctness of the data supplied by CLEC when this data is accessed and used by a Third Party.

ATTACHMENT 11 - DAILY USAGE FILE

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1.0 Introduction

- 1.1 Upon written request from CLEC, AT&T-21STATE will provide CLEC a Daily Usage File (DUF) for services provided hereunder. A DUF will be provided by AT&T-21STATE in accordance with Exchange Message Interface (EMI) guidelines supported by the Ordering and Billing Forum (OBF). Any exceptions to the supported formats will be noted in the DUF implementation requirements documentation. The DUF will include (i) specific daily usage, including both Section 251(b)(5) Traffic (if and where applicable) and LEC-carried IntraLATA Toll Traffic, in EMI format for usage sensitive services furnished in connection with each service to the extent that similar usage sensitive information is provided to retail End Users of AT&T-21STATE within that state, (ii) with sufficient detail to enable CLEC to bill its End Users for usage sensitive services furnished by AT&T-21STATE in connection with service provided by AT&T-21STATE, and (iii) operator handled calls provided by AT&T-21STATE. Procedures and processes for implementing the interfaces with AT&T-21STATE will be included in implementation requirements documentation.

2.0 General Provisions

- 2.1 Where available, DUF may be requested on flat-rated Resale lines as well as measured-rated Resale lines. DUF provided in this instance is labeled as Enhanced DUF (EDUF). In order to receive EDUF on flat-rated Resale lines, CLEC must also request and receive DUF on its measure-rated Resale lines.
- 2.2 File transmission for DUF is requested by each unique State and OCN combination. CLEC must provide to AT&T-21STATE a separate written request for each unique State and OCN combination no less than sixty (60) calendar days prior to the desired first transmission date for each file.
- 2.3 AT&T-21STATE will bill CLEC for DUF in accordance with the applicable rates set forth in the Pricing Schedule under "Electronic Billing Information Data (Daily Usage) per message", "Provision of Message Detail a.k.a. Daily Usage File (DUF)", "FB-CLEC Operator Recording (Daily Usage) per message", and "Daily Usage File (DUF) Data Transmission, per Message". There will be individual rates listed for DUF provided for measure-rated Resale lines and for EDUF provided on flat-rated Resale lines.
- 2.4 Call detail for LEC-carried calls that are alternately billed to CLEC End Users' lines provided by AT&T-21STATE through Resale will be forwarded to CLEC as rated call detail on the DUF.
- 2.5 Interexchange call detail on Resale Services that is forwarded to AT&T-21STATE for billing, which would otherwise be processed by AT&T-21STATE for its retail End Users, will be returned to the IXC and will not be passed through to CLEC. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for Information Services and other ancillary services traffic on Resale Services will be passed through when AT&T-21STATE records the message.
- 2.6 Where CLEC is operating its own switch-based service and has contracted with AT&T-21STATE to provide operator services, upon written request from CLEC, AT&T-21STATE will provide CLEC a DUF for operator handled calls handled by AT&T-21STATE.

ATTACHMENT 12 - COLLOCATION

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1.0 Introduction

- 1.1 This Attachment sets forth the terms and conditions pursuant to which the applicable AT&T-owned Incumbent Local Exchange Carrier (ILEC) will provide Physical and Virtual Collocation pursuant to 47 U.S.C. § 251(c)(6). AT&T-21STATE will provide Collocation arrangements at the rates, terms and conditions set forth herein. Collocation is available to CLEC for the placement of Telecommunications Equipment as provided for in this Attachment solely for the purposes of (i) transmitting and routing Telephone Exchange Service or Exchange Access pursuant to 47 U.S.C. § 251(c)(2) of the Act and applicable effective FCC regulations and judicial rulings, or (ii) obtaining access to AT&T-21STATE's 251(c)(3) Unbundled Network Elements (UNEs) for the purpose of providing Telecommunications Service pursuant to 47 U.S.C. § 251(c)(3) of the Act and effective FCC rules and associated and effective FCC and judicial orders. If CLEC collocates for the purpose of obtaining access to UNEs for the provision of Telecommunications Services as set forth immediately above, CLEC may also use those UNEs for the provision of Information Services.
- 1.2 Unless otherwise specified, the terms and conditions in this Attachment apply to both Virtual and Physical Collocation Arrangements. This Attachment provides for the placing of certain Collocator Telecommunications Equipment and facilities on AT&T-21STATE property for the purposes set forth in Section 1.1.
- 1.3 The terms and conditions expressly set forth in this Attachment shall control in the event of an irreconcilable conflict with any of the following: the Terms and Conditions of the Interconnection Agreement between the Collocator and AT&T-21STATE and all appendices and/or other Attachments, the Collocation Services Handbook, AT&T-21STATE's standards and requirements for equipment and facility installations, documentation on the AT&T CLEC Online website as it may change from time to time, or AT&T-21STATE's TP-76300 which can be found on the AT&T CLEC Online website. References to "this Agreement" herein include the General Terms and Conditions and the other Attachments which comprise Collocator's Interconnection Agreement.
- 1.4 Unless otherwise specified, intervals and processes are described online in the Collocation Services Handbook and/or the appropriate Technical Publication (TP) found on AT&T CLEC Online website.
- 1.5 The rates, terms and conditions contained within this Attachment shall only apply when Collocator is physically or virtually collocated as a sole occupant or as a Host within an AT&T-21STATE Premises pursuant to this Attachment.
- 1.6 This Attachment is only applicable to AT&T-21STATE Premises owned or controlled by AT&T-21STATE.
- 1.7 Scope:
 - 1.7.1 The Parties intend that this Attachment contain the sole and exclusive terms and conditions by which CLEC will obtain Collocation from AT&T-21STATE pursuant to 47 U.S.C. § 251(c)(6), except to the extent CLEC may also have a Microwave Entrance Facility Collocation Attachment.
 - 1.7.2 AT&T-21STATE will process any order for 251(c)(6) Collocation submitted by Collocator in accordance with this Attachment.
 - 1.7.3 The Collocation terms and conditions within this Attachment are contingent upon Collocator doing its own work through the use of an AT&T-21STATE Approved Installation Supplier (AIS). ***Collocator shall be entitled to become an AT&T-21STATE Approved Installation Supplier (AIS) within a reasonable period of time for the purpose of performing work related to its own collocation(s), using criteria no more restrictive than that applied by AT&T-21STATE to any other AIS. If Collocator applies to become an AT&T-21STATE Approved Installation Supplier (AIS) for the purpose of performing work related to its own collocation(s), AT&T-21STATE shall act on Collocator's application within a reasonable period of time using criteria no more restrictive than applied by AT&T-21STATE to any other person applying to be an AIS.***
 - 1.7.4 Physical Collocation provides actual space (hereinafter referred to as Dedicated Space) within AT&T-21STATE Eligible Structures as defined in Section 2 below. The Physical Collocator will lease the Dedicated Space from AT&T-21STATE and install its own Telecommunications Equipment within the Dedicated Space that is necessary for the purposes set forth in Section 1.1 above.

- 1.7.5 The Physical Collocator will provision, install and maintain its Collocation arrangement using the applicable AT&T-21STATE AIS. When space is Legitimately Exhausted inside an Eligible Structure, AT&T-21STATE will permit Collocation in Adjacent On-Site Structures located on AT&T-21STATE's property in accordance with this Attachment.
- 1.7.6 Virtual Collocation is separate and distinct from Physical Collocation. Virtually collocated Telecommunications Equipment is purchased by the Collocator and is engineered and installed by an AT&T-21STATE AIS Tier 1. The Collocator's vendor is paid directly by the Collocator. Virtual Collocated equipment is maintained by AT&T-21STATE at the direction of the Collocator.
- 1.8 Billing Conversions:
- 1.8.1 Billing Conversions on previously provided Collocation under STATE tariffs will apply to all monthly recurring charges (MRCs) contained in the Collocation Section of the Pricing Schedule attached. AT&T-21STATE will initiate all orders for such Billing Conversion and no non-recurring charges (NRCs) shall apply to CLEC for Billing Conversion orders.
- 1.8.2 Prospective Effect:
- 1.8.2.1 Any Billing Conversions made pursuant to this Section shall be effective on a prospective basis only for recurring charges. The rates implemented via this Agreement shall apply to all existing Collocation arrangements that were established under the terms and conditions established pursuant to 47 USC 251(c)(6) without the need for a specific request by the CLEC that such new rates be implemented for each such Collocation arrangement. Adoption of a new rate structure shall not by itself require purchaser to incur any new non-recurring Collocation area modification or application charges. In the event that any order for any 251(c)(6) Collocation submitted by Collocator is pending as of the Effective Date of the Agreement, any NRCs then due and owing or otherwise then contemplated by such pending order shall be assessed in accordance with the rates set forth in the arrangement (e.g., tariff or prior interconnection agreement) under which the order was originally submitted; provided, however, that any MRCs arising out of such order shall be subject to the rates set forth in this Agreement from the Effective Date forward.

2.0 Definitions

- 2.1 "Adjacent Structure" means when a Physical Collocator provided structure is placed on AT&T-21STATE property (Adjacent On-site) adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent adjacent space is available and Technically Feasible to use for this purpose.
- 2.2 "AT&T-21STATE Premises" means all buildings falling under the FCC's definition of "premises", including AT&T-21STATE ILEC Central Offices (COs) and Remote Terminals.
- 2.3 "Augment" means a request from a Collocator to add or modify space, equipment, and/or cable to an existing Collocation arrangement.
- 2.4 "Billing Conversions" means that any 251(c)(6) Collocation previously provided under STATE tariff's to CLEC, prior to the Effective Date of this Agreement, will be subject to the pricing contained within this Agreement upon the Effective Date of this Agreement.
- 2.5 "Cable Records Charges" in AT&T SOUTHEAST REGION 9-STATE only means the applicable charges for work activities required to build or remove existing cable records assigned to Collocators in AT&T SOUTHEAST REGION 9-STATE's database systems. The applicable rates and charges are shown in the Pricing Schedule.
- 2.6 "Circuit Facility Assignments (CFAs)" means the information provided to show the point of Interconnection between the Collocator and AT&T-21STATE.
- 2.7 "Collocator" is the CLEC who places Telecommunications Equipment on AT&T-21STATE's Premises, within designated Collocation areas, for the sole purpose of Interconnecting with AT&T-21STATE and/or accessing AT&T-21STATE's 251(c)(3) UNEs for the purpose described in this Attachment.

- 2.7.1 A "Physical Collocator" is a CLEC that has a Physical Collocation arrangement on AT&T-21STATE Premise.
- 2.7.2 A "Virtual Collocator" is a CLEC that has a Virtual Collocation arrangement on AT&T-21STATE Premise.
- 2.8 "Collo-to-Collo" (Also known as "Direct Connection" or "Direct Connect"), means the cable connection between a Collocator's collocated equipment in a Physical or Virtual Collocation arrangement and its own or another Collocator's physically or virtually collocated equipment, located within the same Eligible Structure.
- 2.9 "Cross-Connect" is defined as [a] connection scheme between cabling runs, subsystems, and equipment using patch cords or jumpers that attach to connecting hardware on each end.
- 2.10 "Custom Work Charge" (Also known as special construction), means the charge(s) developed on an ICB basis, solely to meet the construction requirements of the Collocator.
- 2.11 "Day" means, for purposes of application and/or installation intervals, calendar days unless otherwise specified. However, for any time period equal to or less than five (5) days, day denotes Business Day as defined in the General Terms and Conditions (GT&C) of this Agreement.
- 2.12 "Delivery Date" (also known as Space Ready Date) means the date on which AT&T-21STATE turns the functional Collocation space over to the requesting Collocator. The space is functional when AT&T-21STATE has completed all work, as required by the Collocator's accurate and complete Application, and is not dependent on when or whether the Collocator has completed its work.
- 2.13 "Dedicated Space" means the space assigned for the Collocator's Physical Collocation arrangement located in AT&T-21STATE Eligible Structure.
- 2.14 "Effective Billing Date" means the date AT&T-21STATE completed its work as required by the Collocator's accurate and complete application and made the Collocation space available to the Collocator, regardless of any failure by the Collocator to complete its work.
- 2.15 "Efficiently Used" means that at least sixty percent (60%) of the Collocator's specific type of CFA (cable pairs, coaxial or fiber facilities) requested is currently being used for the purpose of interconnecting to AT&T-21STATE's network for the transmission and routing of Telephone Exchange Service or Exchange Access and/or means the Collocator is using between sixty (60) and one hundred percent (100%) of the Collocator's existing Collocation space arrangement in a particular Eligible Structure.
- 2.16 "Eligible Structure" means AT&T-21STATE's Central Office (CO) and Serving Wire Centers, as well as, all buildings or similar structures owned or controlled by AT&T-21STATE that house its network facilities, and all structures that house AT&T-21STATE's facilities on public Rights-of-Way (ROW) as ROW is defined in Attachment 03 - Structure Access.
- 2.17 "Extraordinary Charges" means those costs for requests for construction or maintenance that are beyond what is ordinary, average, usual or normal in degree or measure based upon the terms, conditions, and rates established in this Attachment. Extraordinary costs are one-time expenses AT&T-21STATE incurs to meet the specific request of an individual Collocator and will not typically benefit either other CLECs or AT&T-21STATE.
- 2.18 "Guest-Host" (Also known as Sub-leased) means when a Collocator allows other Telecommunications Carriers to share Collocator's caged Collocation arrangement, pursuant to the terms and conditions agreed to by Collocator (Host) and the other Telecommunications Carriers (Guests).
- 2.19 "Individual Case Basis (ICB)" means the charges based on requests from a Collocator, that are beyond the terms, conditions, and rates established in this Attachment.
- 2.20 "Infrastructure Systems" means the structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems, power, high efficiency filtration, humidity controls, remote alarms, and smoke purge.
- 2.21 "AT&T-21STATE Approved Installation Supplier (AT&T-21STATE AIS)" means the suppliers that are approved to perform CO installation work for AT&T-21STATE and for Collocators in AT&T-21STATE Eligible Structures.

- 2.21.1 Approved CO Installation Suppliers Tier 1 (AT&T-21STATE AIS Tier 1) - These suppliers are approved by AT&T-21STATE to perform CO installation work for AT&T-21STATE and for Virtual Collocators in AT&T-21STATE CO in all Collocation areas and common areas in the technologies and geographical locations for which they are approved by the AT&T-21STATE per the letter codes listed in a table on the Tier 1 list on the AT&T CLEC Online website.
- 2.21.2 AT&T-21STATE Collocation Approved Installation Suppliers Tier 2 (AT&T-21STATE AIS Tier 2) - These suppliers have been approved to perform collocation installation work for Physical Collocators in the Caged Collocation area and in the "footprint of the bay" in the cageless (Physical) Collocation area within the CO. This category of approval does not include access to common areas, installation of cabling outside of the cage or footprint, Virtual Collocation areas, or the Main Distribution Frame (MDF).
- 2.22 "Interconnector's Collocation Services Handbook for Physical or Virtual Collocation" or like document, is a publication provided to Collocators that provides information on how to order Collocation arrangements and the processes and requirements for Collocation in AT&T-21STATE's CO. This document is located on the AT&T CLEC Online Web-site and is amended from time to time.
- 2.23 "Legitimately Exhausted" means when all Unused Space (as defined below) in a CO or other Eligible Structure that can be used to locate Telecommunications Equipment via Physical Collocation is completely occupied.
- 2.24 "Other Collocation Space" means the space within the CO that can be designated for Physical Collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other Collocation Space is applicable to space within the CO only; other Eligible Structures such as CEVs, huts, and vaults are considered "Active" Collocation Space.
- 2.25 "Physical Collocation" means space that is provided by AT&T-21STATE to Collocator for the purpose of interconnecting to AT&T-21STATE's network for the transmission and routing of Telephone Exchange Service or Exchange Access, or both pursuant to 47 U.S.C. § 251(c)(2), or for obtaining access to AT&T-21STATE UNEs ("UNEs") for provision of a Telecommunications Service pursuant to 47 U.S.C. § 251(c)(3) of the Act.
- 2.26 "Remote Terminals (RT)" means the Controlled Environmental Vaults (CEVs), Huts, Terminals and Cabinets and other AT&T-21STATE owned or controlled premises containing AT&T-21STATE network facilities where adequate space is available and Collocation is Technically Feasible.
- 2.27 "Shared Caged Collocation" means when two (2) or more Physical Collocators may initially apply at the same time to share a caged Collocation arrangement. Applicable rates and charges are shown in the Pricing Schedule.
- 2.28 "Technical Publications (TPs)" means the documents used for installation requirements, which can include network equipment, power, grounding, environmental, and physical design requirements. These documents can be found on AT&T CLEC Online website.
- 2.29 "Technically Feasible" means that a Collocation arrangement is Technically Feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. Technical impediment shall be determined consistent with the definition of Technically Feasible in 47 CFR Section 51.5 to the extent that definition may be effective at the time of such determination. A rebuttable presumption that a Collocation arrangement is Technically Feasible shall arise if the arrangement has been deployed by any ILEC in the country.
- 2.30 "Telecommunications Infrastructure Space" means the square footage or linear footage of space, including common areas, used to house Telecommunications infrastructure equipment necessary to support Collocation space used for Interconnection under Section 251(c)(2) with AT&T-21STATE's network or access to 251(c)(3) UNEs of AT&T-21STATE's network.
- 2.31 "Unused Space" means any space (i) existing in AT&T-21STATE's Eligible Structures at the time of a Collocation request, (ii) that is not subject to a valid space reservation by AT&T-21STATE or any Third Party, (iii) that is not occupied by AT&T-21STATE's, its Affiliates', or Third Party's equipment, and is not needed for access to, or egress from, work areas (iv) that is not being used by AT&T-21STATE's or its Affiliates for administrative or other functions and (v) on or in which the placement of any equipment or network facilities (AT&T-21STATE's or Requesting Collocator's) would not violate any local or state law, rule or ordinance (e.g., fire, OSHA, or zoning) or technical standards (performance or safety) or would void AT&T-21STATE's warranty on proximate equipment.

2.32 “Virtual Collocation” is provided for the purpose of interconnecting to AT&T-21STATE for the transmission and routing of Telephone Exchange Service or Exchange Access, or both, pursuant to 47 U.S.C. § 251(c)(2), or for obtaining access to AT&T-21STATE’s 251(c)(3) UNEs for the provision of a Telecommunications Service, pursuant to 47 U.S.C. § 251(c)(3) of the Act when the virtually collocated Telecommunications Equipment is provided by the Collocator. Virtual Collocation is separate and distinct from Physical Collocation. Virtually collocated Telecommunications Equipment is purchased by the Collocator and is engineered and installed by an AT&T-21STATE AIS Tier 1. The Collocator’s vendor is paid directly by the Collocator. Virtual Collocated equipment is maintained by AT&T-21STATE at the direction of the Collocator.

3.0 General

3.1 Certification:

3.1.1 The Collocator requesting Collocation is responsible for obtaining any necessary certifications or approvals from the Commission prior to provisioning of Telecommunications Service by using the Collocation space.

3.2 The rates and charges in this Attachment are applicable only for Collocation arrangements in Eligible Structures as defined in Section 2 of this Attachment. AT&T-21STATE allocates the charges for space preparation and security charges on a prorated basis so the first Collocator will not be responsible for the entire cost of site preparation. However, ancillary charges for unique Collocator requests for Collocation options directly attributable to the requesting Collocator will not be prorated. Examples include power arrangements and POT bay-related options. Rates and charges can be found in the Pricing Schedule.

3.3 Any business telephone services ordered by the Physical Collocator for its administrative use within its Dedicated Space will be provided in accordance with applicable AT&T-21STATE retail services.

3.4 Hazardous Waste and Materials:

3.4.1 The Collocator and its AT&T-21STATE AIS and/or vendors, shall adhere to all federal, state and local regulations regarding hazardous material/waste. In addition, the AT&T-21STATE AIS shall adhere to all AT&T-21STATE requirements and shall coordinate with the AT&T-21STATE representative before any activity relating to hazardous material/waste is started. Refer to the Interconnector’s Collocation Services Handbook for Physical and Virtual Collocation, which may be accessed on the AT&T CLEC Online website.

3.5 Safety:

3.5.1 The Collocator shall be entirely responsible for the safety and instruction of its employees or representatives. The Collocator shall take precautions to avoid harm to personnel, equipment, and building (e.g., cutting installed threaded rod) of AT&T-21STATE or other Telecommunications Carriers. The Collocator shall immediately report to the AT&T-21STATE CO representative any accident, outside agency inspection or hazardous condition, such as any accident or injury that occurs to employees or subcontractors of the Collocator while on AT&T-21STATE premises or any OSHA inspection or citations issued to the Collocator while on AT&T-21STATE premises. Refer to Interconnector’s Guide(s) for Physical Collocation for further details.

3.6 Americans with Disability Act (ADA):

3.6.1 The rates and charges in this Attachment do not include costs for any ADA construction generated or caused by the Collocation space request. If required, ADA construction will be provided on an ICB.

3.6.2 If AT&T-21STATE is required to upgrade an Eligible Structure, or portion of the structure to comply with the ADA which arises as a direct result of Collocator’s Collocation arrangement, AT&T-21STATE will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each Collocator located within the Eligible Structure, based on the total space utilized by each Collocator.

3.7 Dispute Resolution – Except as otherwise provided herein, all Dispute Resolutions will be governed by the GT&Cs of this Agreement.

3.8 Billing – Except as otherwise provided herein, Billing will be governed by the GT&Cs of this Agreement.

- 3.9 AT&T-21STATE will provide a Telephone Inventory Record Keeping System (TIRKS) and/or SWITCH print-out of Circuit Facilities Assignment (CFA) to the CLEC at Collocation space turnover. The CLEC is responsible for payment of all non-recurring charges, where applicable, prior to receiving CFA information.
- 3.10 Parking at Eligible Structures will be provided on a first-come, first-served basis. Collocator may not park in spaces that are reserved for AT&T-21STATE vehicles and which are designated as reserved.
- 3.11 Collocator shall be allowed to have reasonable use of and access to loading docks.
- 3.12 Contact Numbers:
 - 3.12.1 AT&T-21STATE is responsible for providing the Collocator personnel a contact number for AT&T-21STATE personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week as defined in AT&T-21STATE's Interconnector's Collocation Services Handbook.
 - 3.12.2 The Collocator is responsible for providing to AT&T-21STATE personnel a contact number for Collocator personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week to AT&T-21STATE. In addition, for all activities requiring verbal and written notification per this Attachment, the Parties will provide the contact numbers included in the application process.
 - 3.12.3 The Physical Collocator is responsible for the posting and/or updating signage on the inside of its Dedicated Space that contains their emergency contact information.
- 3.13 Right-to-Use; Multiple Dedicated Spaces:
 - 3.13.1 In accordance with this Attachment, AT&T-21STATE grants to the Collocator the right to use a Dedicated Space. Each Dedicated Space within an Eligible Structure will be considered a single Dedicated Space for the application of rates according to this Attachment.
- 3.14 Trouble Status Reports:
 - 3.14.1 AT&T-21STATE and the Collocator are responsible for making best efforts to provide prompt notification to each other of significant outages or operations problems which could impact or degrade AT&T-21STATE or the Collocator's network, switches or services, with an estimated clearing time to restore service. When trouble has been identified within the Collocator's network, the Collocator is responsible for providing trouble status reports when requested by AT&T-21STATE.
- 3.15 Service Coordination:
 - 3.15.1 Collocator is responsible for coordinating with its AT&T-21STATE AIS to ensure that the Collocator's approved requests are installed in accordance with their Collocation Applications.
- 3.16 Access to the MDF:
 - 3.16.1 AT&T-21STATE will not provide Collocator's personnel with direct access to AT&T-21STATE's MDF, with the exception of the Collocator's hired AT&T-21STATE's AIS Tier 1.
- 3.17 Equipment List:
 - 3.17.1 A list of all the equipment and facilities, including the associated power requirements, floor loading, and heat release of each piece of equipment ("Equipment List"), that the Collocator will place within its Dedicated Space, or request to be placed in Virtual Collocation Space, must be included on the application for which the Dedicated Space or Virtual Collocation is prepared. The Collocator's equipment and facilities shall be compliant with the standards set out in Section 3.18.1, Minimum Standards, following and meet the requirements for "necessary equipment". The Collocator warrants and represents that the Equipment List is complete and accurate, and acknowledges that any incompleteness or inaccuracy would be a violation of the rules and regulations governing this Attachment. The Collocator shall not place or leave any equipment or facilities within the Dedicated Space not included on the Equipment List without the express written consent of AT&T-21STATE, which consent shall not be unreasonably withheld.
 - 3.17.2 AT&T-21STATE posts the list of Safety compliant equipment on the "All Equipment List (AEL)" for the Collocator's reference on AT&T CLEC Online website. When the Collocator's equipment is not listed on the

approved AEL, the equipment will be reviewed for safety by AT&T-21STATE and written approval or denial of the equipment will be forwarded to the Collocator in compliance with FCC Rule 51.323(c). The AEL list is available to Collocators via the AT&T CLEC Online website. Inclusion of the equipment on the AEL does not mean that it meets the requirements of “necessary equipment” and thus does not mean that the equipment may be collocated.

3.17.3 Subsequent Requests to Place Equipment:

3.17.3.1 The Collocator shall furnish to AT&T-21STATE a written list in the form of an attachment to the original Equipment List for the subsequent placement of equipment in its Dedicated or Virtual Collocation Space. When the Collocator’s equipment is not listed in the approved All Equipment List (AEL) the equipment will be reviewed by AT&T-21STATE and written approval or denial of the equipment will be forwarded to the Collocator. The additional equipment will also be reviewed as to whether it is “necessary equipment”. Only if the equipment passes both reviews may it be collocated. ***CLEC shall not be charged for submission of the attachment to the Equipment List or for this review process, regardless of outcome.***

3.18 Minimum Standards:

3.18.1 Any network equipment placed in AT&T-21STATE network equipment areas of Eligible Structures by AT&T-21STATE or Collocator must meet AT&T-21STATE minimum safety standards. The minimum safety standards are as follows: (1) Collocator’s equipment must meet Telcordia Level 1 safety requirements as set forth in TP- 76200, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation. Safe operation is demonstrated by the equipment having been installed in any ILEC Eligible Structure (including AT&T-21STATE) prior to January 1, 1998 with no known history of safety problems. When engineering and installing equipment, the Collocator will be expected to conform to the same accepted procedures and standards utilized by AT&T-21STATE and its contractors.

3.18.2 At an RT all Collocator equipment installation shall comply with AT&T-21STATE TP-76416, “Grounding and Bonding Requirements for Network Facilities” as found on AT&T CLEC Online website. Metallic cable sheaths and metallic strength members of optical fiber cables, as well as, the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid-state protector unit (over-voltage protection only), which has been listed by a nationally recognized testing laboratory.

3.18.3 In the event that AT&T-21STATE denied Collocation of Collocator’s equipment citing safety standards, AT&T-21STATE will provide a list of AT&T-21STATE telecommunications equipment which AT&T-21STATE locates within the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such AT&T-21STATE equipment met or exceeded the same safety standards for which Collocator’s equipment was denied for not meeting that standard. This aforementioned list will be provided within five (5) Business Days of Collocator’s written request.

3.18.4 In the event *it is agreed between the parties or determined following a dispute resolution proceeding initiated by either party that collocated equipment is not necessary for interconnection or access to 251 (c)(3) UNEs or that the Collocator’s equipment does not meet the minimum safety standards, Collocator will be given thirty (30) Days to comply with the requirements and/or remove the equipment from the collocation space if the equipment was already collocated. If it is determined that the Collocator’s equipment does not meet all the minimum safety standards in Section 3.17.2 above, the Collocator must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly. AT&T-21STATE reasonably believes that equipment proposed for collocation is not necessary for interconnection or access to 251(c)(3) UNEs or determines that the Collocator’s equipment does not meet the minimum safety standards, the Collocator must not collocate the equipment until the dispute is resolved in the Collocator’s favor. When AT&T FLORIDA reasonably believes or determines that collocated equipment is not necessary for interconnection or access to 251(c)(3) UNEs, AT&T FLORIDA shall provide written notification of such determination to Collocator. The*

Collocator will be given ten (10) Business Days from the date of the notice to remove the equipment from the collocation space. If Collocator disputes the determination, and the dispute is resolved in AT&T FLORIDA's favor, Collocator will have ten (10) Business Days from the date the dispute is resolved to remove the equipment from the collocation space. If AT&T FLORIDA determines the Collocator's equipment is improperly collocated (e.g., equipment was not previously identified on an approved application for collocation or the equipment is not on the authorized equipment list) or if it is determined that the Collocator's equipment does not meet the minimum safety standards, the Collocator must remove the equipment within the ten (10) Business Days after notification from AT&T-21STATE of violation of such safety standard and will be responsible for all resulting damages.

3.18.5 Collocation equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T-21STATE personnel, network or facilities, including the Eligible Structure or those of others is strictly prohibited. Notwithstanding any other provision herein, the characteristics and methods of operation of any equipment or facilities placed in the Collocation space shall not create hazards for or cause damage to those facilities, the Collocation space, or the Eligible Structure in which the Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Attachment. Any and all disputes shall be governed by the GT&Cs of this Agreement.

3.19 Compliance Certification:

3.19.1 Subject to Section 27 of the GT&Cs of this Agreement, the Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

3.20 Re-Entry:

3.20.1 If the Collocator shall **materially** default in performance of any provision herein, and **such the** default shall continue for sixty (60) calendar days after receipt of AT&T-21STATE's written Notice, or if the Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, AT&T-21STATE may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel the Collocator and any claiming under the Collocator, remove the Collocator's property and dispose of such abandoned equipment. Also, services provided pursuant to this Attachment will be terminated without prejudice to any other remedies. ***This provision shall not apply until the conclusion of any dispute resolution process initiated by either party under this agreement where CA has disputed the alleged default, including any regulatory proceeding, litigation or appellate proceeding.***

3.20.2 AT&T-21STATE may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service for the Collocator at any time after sending the Notice required by the preceding Section. ***This provision shall not apply until the conclusion of any dispute resolution process initiated by either party under this agreement where CA has disputed the alleged default, including any regulatory proceeding, litigation or appellate proceeding.***

3.20.3 Limitations:

3.20.3.1 AT&T-21STATE is not obligated to purchase additional plant or equipment, relinquish occupied space or facilities (unless there is obsolete equipment and Collocator requests it be removed or its removal is ordered by the Commission), to undertake the construction of new building quarters or to construct building additions or substantial improvements to the CO infrastructure of existing quarters in order to satisfy a request for space or the placement of additional equipment or facilities by a Collocator. However, when planning renovations of existing facilities or constructing or leasing new facilities, AT&T-21STATE would take into account projected demand for Collocation of equipment. Subject to space availability and technical feasibility, AT&T-21STATE will ensure that the Collocator is provided Collocation space at

least equal in quality to that provided to AT&T-21STATE, its Affiliates or other Parties to which it provides interconnection.

3.21 Dedicated Space Use and Access:

- 3.21.1 AT&T-21STATE voluntarily allows Collocator via the AT&T-21STATE AIS to place ancillary equipment and facilities, including cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and other ancillary equipment and facilities on a non-discriminatory basis, only if AT&T-21STATE and Collocator mutually agree to such placement, in AT&T-21STATE's Premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.
- 3.21.2 AT&T-21STATE does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.
- 3.21.3 When the Collocator's Collocation arrangement is within the Eligible Structure, the Collocator may not provide its own DC power plant equipment (with rectifiers or chargers and batteries) or AC power backup equipment (e.g., Uninterruptible Power System with batteries, or standby engine). AT&T-21STATE will provide the necessary backup power to help protect against power outages.
- 3.21.4 Consistent with the environment and purpose of the Dedicated Space, the Collocator shall not use the Dedicated Space for office, retail, marketing, or sales purposes. No signage or marking of any kind by the Collocator shall be permitted on the Eligible Structure or on AT&T-21STATE grounds surrounding the Eligible Structure in which the Dedicated Space is located excluding the Emergency contact information that the Collocator is required to place on the inside of its Dedicated Space. Unauthorized use of equipment, supplies or other property by Collocator, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the Collocator, as may be all associated investigative costs.
- 3.21.5 Physical Collocation: AT&T-21STATE will not delay a Physical Collocator employee's entry into an Eligible Structure containing its collocated equipment or its access to its collocated equipment. AT&T-21STATE will provide the Physical Collocator with reasonable access to restroom facilities and parking. All access is provided subject to compliance by the Collocator's employees and AT&T-21STATE AISs with AT&T-21STATE's policies and practices pertaining to fire, safety and security (e.g., the Collocator must comply with 4.10 below of this Attachment).

3.22 Pre-visits for Physical Collocation Only:

- 3.22.1 In order to permit reasonable access during construction of the Physical Collocation space, the Physical Collocator may submit a request for its one (1) free accompanied site visit to its designated Physical Collocation space at any time subsequent to AT&T-21STATE's receipt of the BFFO. In the event the Physical Collocator desires access to its designated Physical Collocation Space after the first accompanied free visit and the Physical Collocator's access request form(s) has not been approved by AT&T-21STATE or the Physical Collocator has not yet submitted an access request form to AT&T-21STATE, the Physical Collocator shall be permitted to access the Physical Collocation space accompanied by a AT&T-21STATE security escort, at the Physical Collocator's expense, which will be assessed pursuant to the Security Escort fees contained in the Pricing Schedule. If any travel expenses are incurred, the Physical Collocator will be charged for the time AT&T-21STATE employees spend traveling per the rates listed in the Pricing Schedule. The Physical Collocator must request that escorted access be provided by AT&T-21STATE to the Physical Collocator's designated Collocation space at a mutually agreed to time. An AT&T-21STATE security escort will be required whenever the Physical Collocator or its approved agent or AT&T-21STATE AIS requires access to the entrance manhole. AT&T-21STATE will wait for one-half (1/2) hour after the scheduled escort time to provide such requested escort service and the Physical Collocator shall pay for such half-hour charges in the event Collocator's employees, approved agent, AT&T-21STATE AIS or Guest(s) fails to show up for the scheduled escort appointment. Prospective Collocator will not be allowed to take photographs, make copies of AT&T-21STATE site-specific drawings or make any notations.
- 3.22.2 The Physical Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space. Upon the discontinuance of service, the Physical Collocator shall surrender

the Dedicated Space or land for an adjacent structure to AT&T-21STATE, in the same condition as when first occupied by the Physical Collocator, except for ordinary wear and tear.

3.22.3 AT&T-21STATE will not accept delivery of nor responsibility for any correspondence and/or equipment delivered to the Physical Collocator at the Eligible Structure. However, through agreement between AT&T-21STATE and the Physical Collocator, a Physical Collocator may make arrangements for receipt and/or securing of its equipment at the Eligible Structure by Physical Collocator's personnel and/or AT&T-21STATE AIS.

3.22.4 Upkeep of Physical Collocation Arrangement:

3.22.4.1 The Physical Collocator shall be responsible for the general upkeep and cleaning of the Physical Collocation Arrangement. The Physical Collocator shall be responsible for removing any of Physical Collocator's debris from the Physical Collocation Arrangement and the surrounding area on each visit.

3.23 Security Cards for Physical Collocation:

3.23.1 The Physical Collocator's employees and AT&T-21STATE AIS shall be permitted access to its collocated equipment seven (7) days a week, twenty-four (24) hours a day without a security escort.

3.23.2 The Physical Collocator shall provide AT&T-21STATE with notice at the time of dispatch of its own employee or AT&T-21STATE AIS to an Eligible Structure in accordance with applicable AT&T CLEC Online Handbook requirements.

3.23.3 The Physical Collocator will be required to submit a complete and accurate request form for Security Cards, access, keys and/or ID cards (also known as "Access Devices"), for the Physical Collocator's employee and AT&T-21STATE AIS utilizing the appropriate request forms located on AT&T's CLEC Online website. The Physical Collocator must submit to AT&T-21STATE the completed form for all employees and AIS requiring access to AT&T-21STATE's Premises at least thirty (30) calendar days prior to the date the Physical Collocator desires to gain access to the Collocation space.

3.23.3.1 In an emergency or other extenuating circumstances (but not in the normal course of business), the Physical Collocator may request that AT&T-21STATE expedite the issuance of the access keys/cards and/or ID cards, and AT&T-21STATE will issue them as soon as reasonably practical. There may be an additional charge for such expedited requests as reflected in the Pricing Schedule.

3.23.4 Any access key/cards and/or ID cards provided by AT&T-21STATE to the Physical Collocator for its employees and AT&T-21STATE AIS may not be duplicated under any circumstances.

3.23.5 The Physical Collocator agrees to be responsible for all Access Devices issued to the Physical Collocator for its employees and AT&T-21STATE AIS contracted by the Collocator to perform work on the Collocator's behalf. The Physical Collocator is responsible for the return of all Access Devices in the possession of the Physical Collocator's employees and AT&T-21STATE AIS after termination of the employment relationship. The contractual obligation with the Physical Collocator ends, upon the termination of this Agreement, or upon the termination of occupancy of Collocation space in a specific AT&T-21STATE Premise.

3.23.6 Lost or Stolen Access Devices:

3.23.6.1 The Physical Collocator shall immediately notify AT&T-21STATE in writing when any of its Access Devices have been lost or stolen. If it becomes necessary for AT&T-21STATE to re-key buildings or deactivate an Access Device as a result of a lost or stolen Access Device(s) or failure of the Physical Collocator's employees, and AT&T-21STATE AIS to return an Access Device(s), the Physical Collocator shall pay for the costs of re-keying the building or deactivating the Access Device(s).

3.23.7 Rates and charges for access keys/cards are found in the Pricing Schedule.

3.23.8 Threat to Personnel, Network or Facilities:

3.23.9 Regarding safety, Collocator's equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T-21STATE's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited.

3.24 Interference or Impairment:

3.24.1 Regarding safety and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Dedicated Space shall not create hazards for or cause damage to those facilities, the Dedicated Space, or the Eligible Structure in which the Dedicated Space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Dedicated Space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Attachment.

3.25 Personal Property and Its Removal:

3.25.1 In accordance with and subject to the conditions of this Attachment, the Physical Collocator may place or install in or on the Dedicated Space such personal property or fixtures ("Property") as are needed for the purpose of Physical Collocation. Property placed by the Physical Collocator in the Dedicated Space shall not become a part of the Dedicated Space even if nailed, screwed or otherwise fastened to the Dedicated Space. Such Property must meet AT&T-21STATE standards for flame and smoke ratings, (e.g., no combustibles). Such Property shall retain its status as personal and may be removed by the Physical Collocator at any time. Any damage caused to the Collocation Arrangement by the Physical Collocator's employees, AT&T-21STATE AIS, agents or Guests during the installation or removal of such property shall be promptly repaired by the Physical Collocator at its sole expense.

3.26 Alterations:

3.26.1 Under no condition shall the Physical Collocator or any person acting on behalf of the Physical Collocator make any rearrangement, modification, augment, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the AT&T-21STATE Premises, hereinafter referred to individually or collectively as "Alterations", without the expressed written consent of AT&T-21STATE, which shall not be unreasonably withheld. The cost of any such Alteration shall be paid by Collocator. An Alteration shall require the submission of the appropriate Subsequent Application and/or Augment and will result in the assessment of the applicable application fee associated with the type of alteration requested.

3.27 Maintenance:

3.27.1 AT&T-21STATE shall maintain the exterior of the Eligible Structure and grounds, and all entrances, stairways, passageways, and exits used by the Physical Collocator to access the Dedicated Space.

3.27.2 AT&T-21STATE shall maintain the Eligible Structure for customary building services, utilities (excluding telephone facilities), including janitorial and elevator services in the common areas.

3.27.3 In Controlled Environmental Vault (CEV), huts and cabinets where Physical Collocation space is not available, a Collocator may opt for Virtual Collocation wherein AT&T-21STATE maintains and repairs the virtually collocated equipment as described in 16.0 below following and consistent with the rates, terms and conditions as provided for throughout this entire Attachment. AT&T-21STATE may at its option, elect to offer this maintenance alternative in one (1) or more of its COs, and in one (1) or more of its CEVs, huts and cabinets where Physical Collocation space is available.

3.28 Equipment Staging and Storage:

3.28.1 No storage or staging area will be provided outside of the licensed space. Collocation areas may not be used for office administrative space (e.g., filing cabinet, desk, etc.). Fire standards and regulations prohibit the storage of flammable material, (e.g., cardboard boxes, paper, packing material, etc). Safety standards prohibit the storage of chemicals of any kind (Refer to Interconnector's Guide for Physical Collocation via the AT&T CLEC Online website).

3.29 AT&T-21STATE AIS Requirements:

3.29.1 Collocator shall select a supplier which has been approved as an AT&T-21STATE AIS to perform all engineering and installation work. The Collocator's AT&T-21STATE AIS must follow and comply with all of AT&T-21STATE's specifications and the following AT&T-21STATE Technical Requirements and/or publications, as appropriate: TP-76300, TP-76900, TP-76200, and TP-76400. Unless the AT&T-21STATE AIS has met the requirements for all of the required work activities, Collocator must use the applicable AT&T-21STATE AIS for the work activities associated with transmission equipment, switching equipment and power equipment. The list of AT&T-21STATE AIS is available on AT&T CLEC Online website. The Collocator's AT&T-21STATE AIS shall be responsible for installing Collocator's equipment and associated components, performing operational tests after installation is complete and notifying AT&T-21STATE's equipment engineers and Collocator upon successful completion of the installation and any associated work. When an AT&T-21STATE AIS is used by Collocator, the AT&T-21STATE AIS shall bill Collocator directly for all work performed for Collocator. AT&T-21STATE shall have no liability for or responsibility to pay, such charges imposed by Collocator's AT&T-21STATE AIS. AT&T-21STATE shall make available its supplier approval program to Collocator or any supplier proposed by Collocator and will not unreasonably withhold approval. All work performed by or for Collocator shall conform to generally accepted industry standards.

3.30 Construction Notification:

3.30.1 AT&T-21STATE will notify the Physical Collocator prior to the scheduled start dates of all major construction activities (including power additions or modifications) in the general area of the Collocator's Dedicated Space with potential to disrupt the Collocator's services. AT&T-21STATE will provide such notification to the Collocator at least twenty (20) Business Days before the scheduled start date of such major construction activity. AT&T-21STATE will inform the Collocator as soon as practicable by telephone of all emergency-related activities that AT&T-21STATE or its subcontractors are performing in the general area of the Collocator's Dedicated Space, or in the general area of the AC and DC power plants which support the Collocator's equipment. If possible, notification of any emergency-related activity will be made immediately prior to the start of the activity so that the Collocator may take reasonable actions necessary to protect the Collocator's Dedicated Space.

3.31 Eligible Structure List:

3.31.1 AT&T-21STATE shall maintain publicly available documents on AT&T CLEC Online website, indicating its Eligible Structures, if any, that have no space available for Physical Collocation. AT&T-21STATE will update this document within ten (10) calendar days of the date at which an Eligible Structure runs out of such Collocation space.

3.31.2 AT&T-21STATE will remove obsolete unused equipment from its Eligible Structures that have no space available for Collocation upon reasonable request by a Collocator or upon order of the Commission. AT&T-21STATE shall reserve space for switching, MDF and Digital Cross Connect System (DCS) to accommodate access line growth.

3.32 Legitimately Exhausted:

3.32.1 Before AT&T-21STATE may make a determination that space in an Eligible Structure is Legitimately Exhausted, AT&T-21STATE must have removed all unused obsolete equipment from the Eligible Structure, if requested by CLEC or required by the Commission, and made such space available for Collocation. Removal of unused obsolete equipment shall not cause a delay in AT&T-21STATE's response to a Collocator's application or in provisioning Collocation arrangements. AT&T-21STATE may reserve space for transport equipment for the current year plus two (2) years. Additionally, AT&T-21STATE may not reserve space for equipment for itself, or advanced or interLATA services Affiliates or other Affiliates of AT&T-21STATE or for future use by AT&T-21STATE or its Affiliates under conditions that are more favorable than those that apply to other Telecommunications Carriers seeking to reserve Collocation space for their own use. AT&T-21STATE may reserve space for switching, power, MDF, and DCS up to anticipated customer growth except as may be restricted in the AT&T CLEC Online Handbook. Additional information is available in the AT&T CLEC Online Handbook.

3.33 AT&T-21STATE's Right of Access:

- 3.33.1 AT&T-21STATE, its employees, and other AT&T-21STATE authorized persons shall have the right to enter Dedicated Space at any reasonable time on three (3) calendar days advance notice (unless otherwise negotiated by the Parties) of the time and purpose of the entry to examine its condition, make repairs required to be made by AT&T-21STATE hereunder, and for any other purpose deemed reasonable by AT&T-21STATE.
- 3.33.2 AT&T-21STATE may access the Dedicated Space for purpose of averting any threat of harm imposed by the Physical Collocator or its equipment or facilities upon the operation of AT&T-21STATE equipment, facilities and/or personnel located outside of the Dedicated Space without such advance notice; in such case, AT&T-21STATE will notify the Collocator by telephone of that entry and will leave written notice of entry in the Dedicated Space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

3.34 Physical Collocator's Equipment, Facilities & Responsibilities:

- 3.34.1 In their Physical Collocation arrangement, the Physical Collocator is solely responsible for the design, engineering, testing, performance and maintenance of the Telecommunications Equipment and facilities used in the Dedicated Space. The Physical Collocator will be responsible for servicing, supplying, repairing, installing and maintaining the following within the Dedicated Space:
 - 3.34.1.1 Its fiber optic cable(s) or other permitted transmission media as specified in Section 16.0;
 - 3.34.1.2 Its equipment;
 - 3.34.1.3 Interconnection facilities between the Physical Collocator's equipment area and AT&T-21STATE's designated demarcation;
 - 3.34.1.4 DC power delivery cabling between the Physical Collocator's equipment area and AT&T-21STATE's designated power source;
 - 3.34.1.5 Required point of termination cross connects in the Dedicated Space;
 - 3.34.1.6 If CLEC chooses to use a POT frame, POT frame maintenance, including replacement power fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within the Dedicated Space;
 - 3.34.1.7 The connection cable and associated equipment which may be required within the Dedicated Space(s).
- 3.34.2 AT&T-21STATE neither accepts nor assumes any responsibility whatsoever in any of the areas in this Section 3.35 headed Physical Collocator's Equipment, Facilities & Responsibilities.

3.35 Virtual Collocator Equipment, Facilities & Responsibilities:

- 3.35.1 The Virtual Collocator's AT&T-21STATE AIS will install no later than two (2) Business Days prior to the scheduled turn-up of the Virtual Collocator's equipment, at its expense, all facilities and equipment required to facilitate Interconnection under Section 251(c)(2) or access to AT&T-21STATE's 251(c)(3) UNEs. The Virtual Collocator's virtually collocated equipment will be maintained by AT&T-21STATE. The Collocator will, at its expense, provide the following:
 - 3.35.1.1 Its fiber optic cable(s) or other permitted transmission media as specified in Section 16.0;
 - 3.35.1.2 Its equipment;
 - 3.35.1.3 Interconnection facilities between the Collocator's equipment area and AT&T-21STATE's designated demarcation;
 - 3.35.1.4 DC power delivery cabling between the Collocator's equipment and AT&T-21STATE's designated power source;
 - 3.35.1.5 All plug-ins and/or circuit packs (working, spare, and replacements);

- 3.35.1.6 All unique tools and test equipment;
- 3.35.1.7 Any ancillary equipment and cabling used for remote monitoring and control;
- 3.35.1.8 Any technical publications and updates associated with all Collocator-owned and provided equipment;
- 3.35.1.9 All training as described in Section 4.11.3 below;
- 3.35.1.10 The Virtual Collocator will provide, at its expense, replacements for any recalled, obsolete, defective or damaged facilities, equipment, plug-ins, circuit packs, unique tools, test equipment, or any other item or material provided by the Virtual Collocator for placement in/on AT&T-21STATE property. Suitable replacements are to be immediately provided to AT&T-21STATE to restore equipment.
- 3.35.1.11 The Virtual Collocator will provide at least the minimum number of usable equipment spares specified by the manufacturer. Replacements must be delivered to AT&T-21STATE CO using the equipment spare within five (5) calendar days of notification that a spare was used or tested defective.
- 3.35.1.12 For the disconnection of circuits, the Virtual Collocator will provide all circuit information no later than two (2) Business Days prior to the scheduled disconnection of the Virtual Collocator's circuit.

4.0 Limitation of Liability

- 4.1 Except as otherwise provided herein, Limitation of Liability will be governed by the GT&Cs of this Agreement.
 - 4.1.1 Both AT&T-21STATE and the Collocator shall be indemnified and held harmless by the other against claims and damages by any Third Party arising from provision of the other ones' services or equipment, except those claims and damages directly associated with the provision of services to each other which are governed by the provisioning Party's applicable agreements.
- 4.2 Third Parties: The Parties acknowledge the following: that AT&T-21STATE is required by law to provide space in and access to its Eligible Structures to certain other persons or entities ("Others"), which may include competitors of the Collocator; that such space may be close to the Collocation Space, possibly including space adjacent to the Collocated Space and with access to the outside of the Collocated Space within the Collocation area; and that if caged, the cage around the Dedicated Space is a permeable boundary that will not prevent the Others from observing or even damaging the Collocator's equipment and facilities.
- 4.3 In addition to any other applicable limitation, neither AT&T-21STATE nor the Collocator shall have any liability with respect to any act or omission by any other, regardless of the degree of culpability of any other, except in instances involving gross negligence or willful actions by either AT&T-21STATE or the Collocator or its agents or employees.
- 4.4 The CLEC will be responsible for any and all damages resulting from any harm to AT&T-21STATE's or other CLEC's premises, or any outage in AT&T-21STATE's or other CLEC's network, which is a result of the installation, operation, or maintenance of the CLEC's equipment, including but not limited to from any defect in CLEC's equipment or its installation, operation, or maintenance, or resulting from the actions or inaction, willful, or negligent, of the CLEC's employees, suppliers, or contractors.
- 4.5 Force Majeure Events shall be governed by the GT&Cs of this Agreement.
- 4.6 Insurance:
 - 4.6.1 Except as otherwise provided herein, Insurance will be governed by the GT&Cs of this Agreement with the liability limits therein specific to Collocation.
 - 4.6.2 A certificate of insurance stating the types of insurance and policy limits provided the Collocator must be received prior to commencement of any work. If a certificate is not received, AT&T-21STATE will notify the Collocator, and the Collocator will have ***thirty (30) days five (5) Business Days*** to cure the deficiency. If the Collocator does not cure the deficiency within ***thirty (30) days and the Collocator has already***

commenced work five (5) Business Days, Collocator hereby authorizes AT&T-21STATE, and AT&T-21STATE may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. AT&T-21STATE will invoice Collocator for the costs incurred to so acquire insurance.

4.6.3 The Collocator shall also require all AT&T-21STATE AIS who may enter the Eligible Structure for the performance of work on their behalf to maintain the same insurance requirements.

4.7 Self-Insured:

4.7.1 Self-insurance in lieu of the insurance requirements listed preceding Section 4.6 above shall be permitted if the Collocator 1) has a tangible net worth of fifty (50) million dollars or greater, and 2) files a financial statement annually with the Securities and Exchange Commission and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet. The ability to self-insure shall continue so long as the Collocator meets all of the requirements of this Section. If the Collocator subsequently no longer satisfies this Section, the coverage requirements in the GT&Cs Insurance Section will immediately apply.

4.8 Indemnification of AT&T-21STATE:

4.8.1 Except as otherwise provided herein, Indemnification is governed by the GT&Cs of this Agreement.

4.9 Casualty Loss:

4.9.1 Damage to Collocation Space:

4.9.1.1 If the Collocation Space is damaged by fire or other casualty that is not the result of the Collocator's or Collocator's AT&T-21STATE AIS actions or those of a Third Party as hereinafter described, and (1) the Collocation Space is not rendered untenable in whole or in part, AT&T-21STATE shall repair the same at its expense and the monthly charge shall not be abated, or (2) the Collocation Space is rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) Business Days, AT&T-21STATE has the option to repair the Collocation Space at its expense and the monthly charges shall be proportionately abated while the Collocator was deprived of the use. If the Collocation Space cannot be repaired within ninety (90) Business Days, or AT&T-21STATE opts not to rebuild, then AT&T-21STATE shall notify the Collocator within thirty (30) Business Days following such occurrence that the Collocator's use of the Collocation Space will terminate as of the date of such damage. Upon the Collocator's election, subject to space availability and technical feasibility, AT&T-21STATE must provide to the Collocator, a comparable substitute Collocation arrangement at another mutually agreeable location at the applicable non-recurring charges for that arrangement and location.

4.9.1.2 Any obligation on the part of AT&T-21STATE to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as prepared for the Collocator by AT&T-21STATE.

4.10 Damage to Eligible Structure:

4.10.1 Notwithstanding that the Collocator's Collocation Space may be unaffected thereby, in the event that the Eligible Structure in which the Collocation Space is located shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction of the Eligible Structure shall, in AT&T-21STATE's opinion be advisable, AT&T-21STATE, at its option, may terminate services provided via this Attachment. AT&T-21STATE shall provide the Collocator ten (10) Business Days prior written notice of termination within thirty (30) Business Days following the date of such occurrence, if possible.

4.11 Security:

4.11.1 AT&T-21STATE may impose the following reasonable security measures on Collocator to assist in protecting its network and equipment from harm. AT&T-21STATE may use security measures expressly allowed by the FCC. In addition, AT&T-21STATE may impose security arrangements as stringent as the security arrangements AT&T-21STATE maintains at its own Eligible Structures either for its own employees or for authorized contractors. To the extent security arrangements are more stringent for one group than the other, AT&T-21STATE may impose the more stringent requirements. AT&T-21STATE will not impose

discriminatory security requirements that result in increased Collocation costs without the concomitant benefit of providing necessary protection of AT&T-21STATE's equipment. Neither Party will use any information collected in the course of implementing or operating security arrangements for any marketing or other purpose in aid of competing with the other Party.

- 4.11.2 Collocator will conduct background checks of its employee and/or the AT&T-21STATE AIS who will have access to the Collocation space. Such background checks will include but are not to be limited to criminal background checks for offenses involving theft or damage to property, and a check of FBI listings of known or suspected terrorists.
- 4.11.3 Collocator shall provide its employees and/or the AT&T-21STATE AIS with picture identification, which must be worn and visible at all times while in Collocator's Collocation space or other areas in or around the AT&T-21STATE Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and Collocator's name. AT&T-21STATE reserves the right to remove from an AT&T-21STATE Premise any employee of Collocator not possessing identification issued by Collocator or who has violated any of AT&T-21STATE's policies as outlined in the CLEC Security Training documents.
 - 4.11.3.1 Collocator technicians will be security-qualified by the Collocator and will be required to be knowledgeable of AT&T-21STATE's security standards. Collocator personnel and technicians will undergo the same level of security training or its equivalent that AT&T-21STATE's own employees and authorized contractors must undergo. AT&T-21STATE will not, however, require Collocator to receive security training from AT&T-21STATE, but will provide information to Collocator on the specific type of training required. Collocator can then provide its employees with its own security training.
 - 4.11.3.2 Collocator and AT&T-21STATE will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other property of AT&T-21STATE for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the Collocator or AT&T-21STATE in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the Collocator or AT&T-21STATE in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other AT&T-21STATE property:
 - 4.11.3.2.1 Theft or destruction of AT&T-21STATE's or Collocator's property;
 - 4.11.3.2.2 Use/sale or attempted use/sale of alcohol or illegal drugs on AT&T-21STATE property;
 - 4.11.3.2.3 Threats or violent acts against other persons on AT&T-21STATE property;
 - 4.11.3.2.4 Knowing violations of any local, state or federal law or the requirements of this Agreement on AT&T-21STATE property;
 - 4.11.3.2.5 Permitting unauthorized persons access to AT&T-21STATE or Collocator's equipment on AT&T-21STATE property; and
 - 4.11.3.2.6 Carrying a weapon on AT&T-21STATE property.
 - 4.11.3.3 In addition, AT&T-21STATE reserves the right to interview Collocator's employees, agents, suppliers, or Guests in the event of wrongdoing in or around an AT&T-21STATE Premises or involving AT&T-21STATE's or another Collocated Telecommunications Carrier's property or personnel, provided that AT&T-21STATE shall provide reasonable notice to Collocator's Security representative of such interview. Collocator and its employees, agents, suppliers, or Guests shall reasonably cooperate with AT&T-21STATE's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Collocator's employees, agents, suppliers, or Guests. Additionally, AT&T-21STATE reserves the right to bill Collocator for all reasonable costs associated with investigations involving its employees, agents, suppliers, or Guests if it is established and mutually agreed in good faith that Collocator's employees, agents, suppliers, or Guests are responsible for the alleged act(s). Collocator and AT&T-21STATE will

take appropriate disciplinary steps as determined by each Party to address any violations reported by AT&T-21STATE or the Collocator.

- 4.11.3.4 AT&T-21STATE may use reasonable security measures to protect its equipment. In the event AT&T-21STATE elects to erect an interior security partition in a given Eligible Structure to separate its equipment, AT&T-21STATE may recover the costs of the partition in lieu of the costs of other reasonable security measures if the partition costs are lower than the costs of any other reasonable security measure for such Eligible Structure. In no event shall a Collocator be required to pay for both an interior security partition to separate AT&T-21STATE's equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure. If AT&T-21STATE elects to erect an interior security partition and recover the cost, it must demonstrate to the Physical Collocator that other reasonable security methods cost more than an interior security partition around AT&T-21STATE's equipment at the time the price quote is given. ***This provision shall only apply if CA or any agent of CA has been proven to have committed any wrongdoing or violation of this agreement on AT&T property, and the measures taken by AT&T for which recovery is sought would protect AT&T from that wrongdoing or breach by CA in the future.***
- 4.11.3.4.1 AT&T-21STATE's construction of an interior security partition around its own equipment shall not interfere with a CLEC's access to its equipment, including equipment Collocated directly adjacent to AT&T-21STATE's equipment. AT&T-21STATE's construction of an interior security partition around its own equipment shall not impede a Telecommunications Carrier's ability to Collocate within AT&T-21STATE's space. To the extent that AT&T-21STATE is required to install additional security measures within its interior security partition because a CLEC has access to its own equipment within the area, such security measures shall be constructed and maintained at AT&T-21STATE's expense.
- 4.11.3.4.2 AT&T-21STATE's enclosure of its own equipment will not unreasonably increase a CLEC's cost nor shall it result in duplicative security costs. The cost of an interior security partition around AT&T-21STATE's equipment cannot include any embedded costs of any other security measures for the Eligible Structure.

5.0 Collocation Space

5.1 Use of Collocation Space:

5.1.1 Nature of Use – Equipment Permitted to be Collocated

- 5.1.1.1 Equipment is considered necessary for Interconnection if an inability to deploy that equipment would, as a practical, economic, or operations matter, preclude the Collocator from obtaining Interconnection with AT&T-21STATE at a level equal in quality to that which AT&T-21STATE obtains within its own network or AT&T-21STATE provides to an Affiliate, subsidiary, or other Party.
- 5.1.1.2 Equipment is considered necessary for access to a 251(c)(3) UNE if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude the Collocator from obtaining non-discriminatory access to that 251(c)(3) UNE.
- 5.1.1.3 Examples of equipment that would not be considered necessary include, but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, OSS equipment used to support collocated Telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc.

5.1.1.4 AT&T-21STATE will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. In order to make this determination, AT&T-21STATE may need to request additional information from Collocator. Collocator agrees to use its best efforts to provide such information to AT&T-21STATE in a timely manner.

5.1.2 Multi-functional equipment shall be deemed necessary for Interconnection or access to a 251(c)(3) UNE if, and only if, the primary purpose and function of the equipment (as the Collocator seeks to deploy it) meets either or both of the standards set forth above in this Section. For a piece of multi-functional equipment to be utilized primarily to obtain equal in quality Interconnection or non-discriminatory access to one (1) or more 251(c)(3) UNEs, there also must be a logical connection or link between the additional functions the equipment would perform and the Telecommunication Services the Collocator seeks to provide to its End Users by means of the interconnection or 251(c)(3) UNE. The additional functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth above in this Section must not cause the equipment to significantly increase the burden of AT&T-21STATE's property.

5.2 Demarcation Point - AT&T-21STATE

5.2.1 AT&T-21STATE will designate the point(s) of demarcation between Collocator's equipment and/or network facilities and AT&T-21STATE's network facilities. For DS0, DS1, DS3 and fiber terminations, AT&T-21STATE shall designate, provide and install demarcation point hardware on a per arrangement basis. Collocator shall utilize an AT&T-21STATE AIS Tier 1 to install their interconnection cabling to the AT&T-21STATE designated demarcation point.

5.2.2 The Physical Collocator or its AT&T-21STATE AIS, must install, maintain and operate the equipment/facilities on its side of the demarcation point, and may self-provision cross-connects that may be required within its own Collocation Space to activate service requests.

5.2.3 The Virtual Collocator via its AT&T-21STATE AIS must install and operate the equipment/facilities on its side of the demarcation point, and may self-provision cross-connects that may be required within its own Collocation Space to activate service requests. AT&T-21STATE will maintain the Virtual Collocation arrangement.

5.3 Types of Available Physical Collocation Arrangements:

5.3.1 AT&T-21STATE will make each of the arrangements outlined below available within its Eligible Structures in accordance with this Attachment and the AT&T CLEC Online Collocation Handbook so that Collocator will have a variety of Collocation options from which to choose.

5.3.2 Caged Physical Collocation:

5.3.2.1 Caged Collocation option provides the Physical Collocator with an individual enclosure (not including a top). This enclosure is an area designated by AT&T-21STATE within an Eligible Structure to be used by the Physical Collocator for the sole purpose of installing, maintaining and operating the Physical Collocator-provided equipment for the purpose of Interconnection under Section 251(c)(2) and access to 251(c)(3) UNEs. Accordingly, AT&T-21STATE will not provide the Physical Collocator with direct access to AT&T-21STATE's MDF, with the exception of the AT&T-21STATE's AIS Tier 1.

5.3.2.2 AT&T-21STATE will provide floor space, floor space site conditioning, cage common systems materials, cage preparation, and safety and security charges in increments of one (1) square foot. For this reason, the Physical Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment (minimum of fifty (50) square feet of caged space) and will ensure that the first Physical Collocator in an AT&T-21STATE Premises will not be responsible for the entire cost of site preparation and security.

5.3.2.3 At the Physical Collocator's option, the Collocator may elect to install its own enclosure, but must comply with all methods, procedures and guidelines followed by AT&T-21STATE in constructing such an arrangement. The Physical Collocator may provide a cage enclosure (which shall not

include a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. In addition, terms and conditions for contractors performing cage construction activities as set forth following will apply.

5.3.3 Shared Caged Collocation:

5.3.3.1 AT&T-21STATE will provide Shared Caged Collocation as set forth in the AT&T CLEC Online Handbook. Two (2) or more Physical Collocators may initially apply at the same time to share a Caged Collocation space as set forth in 2.0 above. Charges to each Physical Collocator will be based upon the percentage of total space utilized by each Physical Collocator.

5.3.4 Guest-Host Collocation (Also known as Sub-Lease Collocation):

5.3.4.1 The Physical Collocator may allow other Telecommunications Carriers to share the Physical Collocator's caged Collocation space, pursuant to the terms and conditions agreed to by the Physical Collocator (Host) and the other Telecommunication Carriers (Guests) which must be consistent with the provisions contained in this Section and this Agreement, except where the AT&T-21STATE Premises is located within a leased space and AT&T-21STATE is prohibited by said lease from offering such an option to the Physical Collocator. AT&T-21STATE shall be notified in writing by the Physical Collocator upon the execution of any agreement between the Host and its Guest(s) prior to the submission of an application. Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by the Physical Collocator that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation space as set forth in this Attachment between AT&T-21STATE and the Physical Collocator. The term of the agreement between the Host and its Guest(s) shall not exceed the term of this Agreement between AT&T-21STATE and the Physical Collocator.

5.3.4.2 The Physical Collocator, as the Host, shall be the sole interface and the responsible Party to AT&T-21STATE for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), the Guest(s) employees and agents. There will be a minimum charge of one (1) bay/rack per Host/Guest. In addition to the above, the Physical Collocator shall be the responsible Party to AT&T-21STATE for the purpose of submitting applications for initial and additional equipment placement for the Guest(s).

5.3.4.3 Notwithstanding the foregoing, the Guest(s) may submit service orders to AT&T-21STATE to request the provisioning of interconnecting facilities between AT&T-21STATE and the Guest(s), the provisioning of services, and/or access to Section 251(c)(3) UNEs. The bill for these interconnecting facilities, services and Section 251(c)(3) UNEs will be charged to the Guest(s) pursuant to the applicable the Guest's Interconnection Agreement with AT&T-21STATE.

5.3.5 Cageless Collocation:

5.3.5.1 AT&T-21STATE will provide cageless Collocation in any Collocation space that is supported by the existing Telecommunications infrastructure. AT&T-21STATE will provide space in single bay increments, including available space adjacent to or next to AT&T-21STATE's equipment as needed.

5.3.5.2 AT&T-21STATE shall allow the Physical Collocator to collocate the Physical Collocator's equipment and facilities without requiring the construction of a cage or similar structure.

5.3.5.3 Except where the Physical Collocator's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), AT&T-21STATE shall assign cageless Collocation arrangement in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, the Physical Collocator must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in TP-76200, and shall be responsible for compliance with all special technical requirements associated with such equipment.

5.4 Adjacent On-Site Collocation:

- 5.4.1 Where Physical Collocation space within the AT&T-21STATE CO is Legitimately Exhausted AT&T-21STATE will permit the Physical Collocator to Physically Collocate on AT&T-21STATE's property in the Physical Collocator's adjacent structures similar to structures that AT&T-21STATE uses to house Telecommunication Equipment, to the extent Technically Feasible.
- 5.4.2 AT&T-21STATE and CLEC will mutually agree on the location of the designated space on AT&T-21STATE premises where the Adjacent Structure will be placed. AT&T-21STATE will not unreasonably withhold agreement as to the site desired by the Physical Collocator. Safety and maintenance requirements, zoning, future building expansion and other state and local regulations are all examples of reasonable grounds to withhold agreement as to the site desired by the Physical Collocator.
- 5.4.3 AT&T-21STATE will offer the following increments of power to the Adjacent Structure:
 - 5.4.3.1 a standard offering of one hundred (100) amps of AC power to the Adjacent Structure when CO Switchboard AC capacity exists; or
 - 5.4.3.2 DC power within two (2) cable options that allow increments of 2-100 (100A feed and 100B feed) Amp Power Feeds, 2-200 (200A feed and 200B feed) Amp Power Feeds, 2-300 (300A feed and 300B feed) Amp Power Feeds, and 2-400 (400A feed and 400B feed) Amp Power Feeds to the Adjacent Structure from the CO Power source.
- 5.4.4 At its option, the Physical Collocator may choose to provide its own AC and DC power to the Adjacent Structure.
- 5.4.5 AT&T-21STATE will provide Physical Collocation services to such Adjacent Structures, subject to the same requirements as other Collocation arrangements in this Attachment.
- 5.4.6 AT&T-21STATE shall permit the Physical Collocator to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables and Telecommunications Equipment, in adjacent facilities constructed by the Physical Collocator's AT&T-21STATE AIS. Accordingly, AT&T-21STATE will not provide the Physical Collocator's personnel or agents with direct access to AT&T-21STATE's MDF, with the exception of the AT&T-21STATE's AIS Tier 1.
- 5.4.7 The Physical Collocator shall be responsible for securing all required licenses and permits, the required site preparations and shall further retain responsibility for securing and/or constructing the Adjacent Structure and any building and site maintenance associated with the placement of such Adjacent Structure.
- 5.4.8 Regeneration is required for Collocation in an Adjacent Structure if the cabling distance between the Physical Collocator's POT bay or termination point located in an Adjacent Structure and AT&T-21STATE's cross-connect bay exceeds American National Standards Institute, Inc. (ANSI) limitations. Regeneration is not required in any other circumstances except where the Physical Collocator specifically requests regeneration. Required regeneration and Physical Collocator requested regeneration will be provided at the Physical Collocator's expense.
- 5.4.9 In the event that interior space in an Eligible Structure becomes available, AT&T-21STATE will provide the option to the Physical Collocator to relocate its equipment from an Adjacent on-site facility into the interior space. In the event the Physical Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for Collocation within the Eligible Structure will apply.
- 5.4.10 If a Physical Collocator elects to provide an Adjacent On-Site Space Collocation as described above, when all available space for Physical Collocation is Legitimately Exhausted inside an AT&T-21STATE Eligible Structure, AT&T-21STATE will charge Planning Fees to recover the costs incurred to estimate the quotation of charges for the Collocator's Adjacent On-site Collocation arrangement request. Rates and charges are found in the Pricing Schedule. In addition, should the Collocator elect to have AT&T-21STATE provision an extension of DC Power Service from the Eligible Structure to the Adjacent Structure, a Collocator Interconnect Power Panel (CIPP) will be required.
- 5.4.11 Adjacent On-site Planning Fee:

- 5.4.11.1 An initial Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent On-site structure and AT&T-21STATE on an initial or subsequent Adjacent On-site collocation application. This fee recovers the design route of the Interconnection Terminations as well as the design route of the power arrangement to the Collocator's Adjacent On-site structure.

5.5 Virtual Collocation:

- 5.5.1 Virtual Collocation for the purpose of Interconnection under Section 251(c)(2) to AT&T-21STATE or access to AT&T-21STATE provided 251(c)(3) UNEs is ordered as set forth in AT&T-21STATE's Interconnector's Collocation Services Handbook for Virtual Collocation. AT&T-21STATE will designate the location or locations within its wire centers, CEVs, huts and cabinets for the placement of all equipment and facilities associated with Virtual Collocation. Virtual Collocation does not involve the reservation of segregated CO or CEV, hut and Cabinet space for the use of Virtual Collocator. AT&T-21STATE will provide Virtual Collocation for the Virtual Collocator's comparable equipment as it provides to itself in the CO, wire center, CEV, hut or Cabinet, as the case may be, subject to the requirements of this Agreement.

6.0 Reports

6.1 Space Availability Report:

- 6.1.1 CLEC may request a space availability report prior to its application for Collocation space within AT&T-21STATE's Eligible Structures. This report will specify the amount of Collocation space available at each requested Eligible Structure, the number of Collocators, and any modifications in the use of the space since the last report. The report will also include measures that AT&T-21STATE is taking to make additional space available for Collocation. CLEC may access the appropriate form for the space availability report on the AT&T CLEC Online website. A space availability report does not reserve space at the AT&T-21STATE Premises for which the space availability report was requested by CLEC.
- 6.1.2 Fees for such reports are shown in the Pricing Schedule.

7.0 Application Process

- 7.1 AT&T-21STATE will provide Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. To apply for a Dedicated Space in a particular Eligible Structure CLEC and AT&T-21STATE will follow the Collocation Application ("Application") process in the AT&T-21STATE's Interconnector's Collocation Services Handbook at the AT&T CLEC Online website. The Collocator will provide a completed Application through the Collocation Application Web Portal via AT&T-21STATE's CLEC Online website and will pay AT&T-21STATE an initial Planning/Application Fee as found in the Pricing Schedule.

7.1.1 Application for Multiple Methods of Collocation:

- 7.1.1.1 A Collocator wishing AT&T-21STATE to consider multiple methods for Collocation in an Eligible Structure on a single Application will need to include in each Application a prioritized list of its preferred methods of collocating, (e.g., caged, cageless, or other, as well as adequate information), (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for AT&T-21STATE to process the Application for each of the preferred methods. If a Collocator provides adequate information and its preferences with its Application, AT&T-21STATE would not require an additional Application, nor would the Collocator be required to restart the quotation interval should its first choice not be available in an Eligible Structure.

7.2 Complete and Accurate Application Review Process:

- 7.2.1 Upon receipt of the Collocator's complete and accurate Application and initial Planning/Application Fee payment, AT&T-21STATE will begin development of the quotation.
- 7.2.2 In responding to an Application request, if space and interconnection facilities are available and all other Collocation requirements are met, AT&T-21STATE shall advise the Collocator that its request for space is

granted, confirm the applicable NRC and MRC rates and the estimated provisioning interval. AT&T-21STATE will not select for Collocator the type of Collocation to be ordered.

- 7.2.3 All applicable NRCs are required to be paid to AT&T-21STATE prior to the Collocation space being turned over to the Collocator. AT&T-12STATE processes the payment of the aforementioned NRCs in two installments: Fifty percent (50%) of the applicable NRCs are due upon the Collocator's deliverance of the signed BFFO to AT&T-12STATE with the remaining fifty percent (50%) payment due two (2) weeks prior to the Collocation space turnover. AT&T SOUTHEAST REGION 9-STATE will issue a bill for all applicable NRCs to the Collocator's after the Collocator's deliverance of the signed BFFO.

7.3 Space Unavailability Determination and Resolution:

- 7.3.1 In responding to an Application request if space is not available, AT&T-21STATE will notify the Collocator that its application for Collocation Space is denied due to the lack of space and no Application fee shall apply. If AT&T-21STATE knows when additional Collocation space may become available at the AT&T-21STATE CO requested by Collocator such information will be provided to Collocator in AT&T-21STATE's written denial of Collocation Space. AT&T-21STATE in its denial will provide the Collocator with any other known methods of Collocation that may be available within the Eligible Structure that the Collocator's Application addressed. If the Collocator determines the alternative method of collocation meets their needs, the Collocator will be required to submit a new collocation application and pay the initial Planning Fee.

- 7.3.2 The notification will include a possible future space relief date, if applicable. At that time, any non-recurring charges collected with the Application, including the Planning Fee, will be returned to the Collocator. When AT&T-21STATE's response includes an amount of space less than that requested by Collocator or space that is configured differently, no Application fee will apply. If Collocator decides to accept the available space, Collocator must resubmit its Application to reflect the actual space available including the reconfiguration of the space. When Collocator resubmits its Application to accept the available space, AT&T-21STATE will bill the applicable Application/Planning fee.

- 7.3.3 In the event of a denial, AT&T-21STATE will file a notice that the Collocator's request was denied with the Commission. When contested in support of its denial, AT&T-21STATE will concurrently submit to both the Commission and the Collocator, provided under seal and subject to proprietary protections, the following when applicable:

7.3.3.1 central office common language location identifier (CLLI);

7.3.3.2 the identity of the requesting Collocator;

7.3.3.3 amount of space requested by the Collocator;

7.3.3.4 the total amount of space at the AT&T-21STATE premises;

7.3.3.5 floor plan documentation (as provided for in the Space Availability Determination section of the Interconnector's Collocation Services Handbook);

7.3.3.6 identification of switch turnaround plans and other equipment removal plans and timelines; if any,

7.3.3.7 CO rearrangement/expansion plans; if any,

7.3.3.8 and description of other plans, if any, that may relieve space exhaustion.

- 7.3.4 In the event AT&T-21STATE denies a Collocator's request and the Collocator disputes the denial, the Collocator may request a tour of the Eligible Structure to verify space availability or the lack thereof. The request shall be submitted to AT&T-21STATE's designated representative in writing. Time limits established by the FCC must be respected. The inspection tour shall be scheduled as mutually agreeable.

- 7.3.5 Prior to the inspection tour, a "Reciprocal Non-disclosure Agreement" shall be signed by the designated AT&T-21STATE representative and the representative the Collocator, who will participate in the tour.

- 7.3.6 AT&T-21STATE will provide all relevant documentation to the Collocator including blueprints and plans for future facility expansions or enhancements, subject to executing the Reciprocal Non-disclosure Agreement. AT&T-21STATE's representative will accompany and supervise the Collocator agent on the inspection tour.
- 7.3.7 If the Collocator believes, based on the inspection tour of the Eligible Structure facilities, that the denial of Physical Collocation space is unsupportable, the Collocator agent shall promptly so advise AT&T-21STATE. The Collocator and AT&T-21STATE shall then each concurrently prepare a report detailing its own findings of the inspection tour. The Collocator and AT&T-21STATE reports shall be concurrently served on each other and submitted to the Commission no later than forty-five (45) calendar days following the filing of the request for space. The burden of proof shall be on AT&T-21STATE to justify the basis for any denial of collocation requests.

7.4 Revisions:

- 7.4.1 If a modification or revision is made to any information in the Application after AT&T-21STATE has provided the Application response and prior to a BFFO, with the exception of modifications to (1) Customer Information, (2) Contact Information or (3) Billing Contact Information, whether at the request of Collocator or as necessitated by technical considerations, the Application shall be considered a new Application and handled as a new Application with respect to the response and provisioning intervals. AT&T-21STATE will charge Collocator the appropriate Application/Augment fee associated with the level of assessment performed by AT&T-21STATE. ***This provision shall not apply if AT&T-21STATE requested or required the revision or modification, in which case no additional charges shall apply. This provision shall not apply if the revision results in no change in the number, type or size of cables, or floor space, and has no other cost impact on AT&T-21STATE.***
- 7.4.2 Once AT&T-21STATE has provided the BFFO/quote and CLEC has accepted and authorized AT&T-21STATE to begin construction, any further modifications and/or revisions must be made via a subsequent Collocation Application and the appropriate fees will apply. This provision shall not apply if AT&T-21STATE requested or required the revision or modification, in which case no additional charges shall apply.

7.5 Augments:

- 7.5.1 A request from a Collocator to add or modify space, equipment, and/or cable to an existing Collocation arrangement is considered an Augment. Such a request must be made via a complete and accurate Application. ***This provision shall not apply and no fee shall be due if Collocator is installing or replacing collocated equipment in its own space, without requesting any action by AT&T even if Collocator submits updated equipment designations to AT&T in accordance with this agreement.***
- 7.5.2 Upon receipt of the Collocator's complete and accurate Application and Planning Fee payment, AT&T-21STATE will begin development of the Augment quotation. In responding to an Augment request, if power and/or Interconnection facilities are available and all other Collocation requirements are met, AT&T-21STATE shall advise the Collocator that its request is granted, confirm the applicable non-recurring and recurring rates and the estimated provisioning interval.
- 7.5.3 Several types of Augments are identified in the Collocation Section of the AT&T CLEC Online website. Those Augments will have associated pricing within the Pricing Schedule. Examples are:
- 7.5.3.1 100 Copper cable pair connections
 - 7.5.3.2 28 DS1 connections; and/or
 - 7.5.3.3 1 DS3 connections; and/or
 - 7.5.3.4 24 fiber connections

- 7.6 For all Augments other than provided above, AT&T-21STATE will work cooperatively with Collocator to negotiate a mutually agreeable delivery interval. All intervals and procedures associated with Augment Applications can be found in AT&T-21STATE's Interconnector's Collocation Services Handbook at the AT&T CLEC Online website.

7.7 Intervals for Interconnection & Power Cabling:

7.7.1 CLEC shall consult the AT&T CLEC Online Handbook for information regarding interval changes regarding Interconnection to and/or Power Cabling changes. CLEC must use an AT&T-21STATE AIS to establish Interconnection and/or Power cabling as outlined in the appropriate TP.

8.0 Augment Application

8.1 In the event Collocator or the Physical Collocator's Guest(s) desires to modify its use of the Collocation space in a CO after a BFFO, Collocator shall complete a new Application that contains all of the detailed information associated with a requested alteration of the Collocation space. The subsequent Application will be processed by AT&T-21STATE when it is complete and accurate, meaning that all of the required fields on the Subsequent Application have been completed with the appropriate type of information associated with the requested alteration. AT&T-21STATE shall determine what modifications, if any, to the AT&T-21STATE Premises are required to accommodate the change(s) requested by Collocator in the subsequent Application. Such modifications to the AT&T-21STATE Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.

9.0 Cancellation Prior to Due Date

9.1 In the event that the Collocator cancels its Collocation Application after AT&T-21STATE has begun preparation of the Telecommunications Infrastructure Space and Dedicated Space, but before AT&T-21STATE has been paid the entire amounts due under this Attachment, then in addition to other remedies that AT&T-21STATE might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage, the total of which is not to exceed the Preparation Charges. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. Upon Collocator's request, AT&T-21STATE will provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation.

10.0 Occupancy – Physical Collocation Only

10.1 Unless there are unusual circumstances, AT&T-21STATE will notify the Physical Collocator that the Dedicated Space is ready for occupancy after AT&T-21STATE's completion of preparation of the Dedicated Space. All MRCs and NRCs will begin to accrue on the date that the Collocation space construction had been completed by AT&T-21STATE ("Space Ready Date"), regardless of any failure by the Physical Collocator to complete its work or occupy the space.

10.2 After the Physical Collocator's receipt of such notice, the Physical Collocator shall request within fifteen (15) calendar days an acceptance walk-through of the Collocation space with AT&T-21STATE. The acceptance walk-through will be scheduled on a mutually agreed upon date. Any material deviations from mutually agreed Application specifications may be noted by the Physical Collocator as exceptions, which to qualify as exceptions, must be agreed to as exceptions by AT&T-21STATE. The agreed upon exceptions shall be corrected by AT&T-21STATE by a mutually agreed upon date. The correction of these exceptions shall be at AT&T-21STATE's expense. AT&T-21STATE will then establish a new Space Ready Date.

10.3 Upon completion of corrections described in Section 10.2, AT&T-21STATE will again notify the Physical Collocator that the Dedicated Space is ready for occupancy and the Parties will, upon Collocator's request, conduct a follow-up acceptance walk-through as set forth in this Section. This follow-up acceptance walkthrough will be limited to only those corrections identified and agreed to by the Parties in the initial walkthrough, as described in Section 10.2 above. If a follow-up acceptance walk-through is not requested by the Physical Collocator within fifteen (15) calendar days, the Space Ready Date shall be deemed to be the Delivery Date. If a follow-up acceptance walk-through is requested, but no continuing material exceptions are mutually agreed upon at the follow-up walk-through, the Delivery Date will be deemed to be the date of the follow-up acceptance walk-through. If a follow-up acceptance walk-through is requested, and material exceptions are mutually agreed upon at the follow-up walk-through, the Delivery Date will be deemed to be the date upon which the Physical Collocator accepts all corrections to such exceptions, which acceptance shall not be unreasonably withheld.

- 10.4 All charges to the Physical Collocator will begin to accrue on the Effective Billing Date, regardless of any failure by Collocator to complete its work or occupy the space. In the case of the termination of this Agreement prior to term, or the early termination of any Collocation services, AT&T-21STATE shall be entitled to full payment within thirty (30) calendar days of such expiration or termination for all services performed and expenses accrued or incurred that AT&T-21STATE is entitled to recover under the provisions of this Attachment for establishing such Collocation arrangement prior to such expiration or termination.
- 10.5 If the Physical Collocator cancels or abandons its Collocation space in any of AT&T-21STATE COs before AT&T-21STATE has recovered the full cost associated with providing that space to the Physical Collocator, the amount of any such remaining costs shall become immediately due and payable within thirty (30) calendar days after the Physical Collocator abandons that space.
- 10.6 For purposes of this Section, the Collocator's Telecommunications Equipment is considered to be operational and Interconnected when it is connected to either AT&T-21STATE's network or interconnected to another Third Party Collocator's equipment that resides within the same structure, provided the Third Party Collocator's equipment is used for Interconnection with AT&T-21STATE's network or to obtain access to AT&T-21STATE's 251(c)(3) UNEs.
- 10.7 Early Space Acceptance:
- 10.7.1 If Physical Collocator decides to occupy the Collocation space prior to the Space Ready Date, the date Physical Collocator executes the Agreement for "Customer Access and Acceptance to Unfinished Collocation Space" is the date that will be deemed the space acceptance date and billing will begin from that date.
- 10.7.2 The Physical Collocator will, whenever possible, place its Telecommunications Equipment in the Collocation space within thirty (30) calendar days of space turnover. Operational Telecommunications Equipment must be placed in the Dedicated Space and interconnected to AT&T-21STATE's network pursuant to Section 251(c)(2) or used to obtain access to AT&T-21STATE 251(c)(3) UNEs within one hundred eighty (180) calendar days after receipt of Notice that AT&T-21STATE has completed its work as required by the complete and accurate Collocation Application.
- 10.8 Reclamation of Dedicated Space:
- 10.8.1 If the Physical Collocator fails to place operational Telecommunications Equipment in the Dedicated Space to Interconnect with AT&T-21STATE to obtain access to AT&T-21STATE 251(c)(3) UNEs meeting all the requirements of Section 5.1 above and 10.7 above and the space is needed to meet customer demand (filed application for space, accompanied by all fees) for another Collocator or to avoid construction of a building addition, then AT&T-21STATE has the right to reclaim the Dedicated Space. AT&T-21STATE will send the Physical Collocator written Notice of its intent to terminate the Physical Collocator's Collocation arrangement in the prepared Dedicated Space within ten (10) Business Days after the notice date. If the Physical Collocator does not place operational Telecommunications Equipment in the Dedicated Space and interconnect with AT&T-21STATE or obtain access to AT&T-21STATE 251(c)(3) UNEs by that tenth (10th) Business Day then the Collocation is deemed terminated and the Physical Collocator shall be liable in an amount equal to the unpaid balance of the applicable charges.
- 10.8.2 If the Physical Collocator causes AT&T-21STATE to prepare the Dedicated Space and then the Physical Collocator does not use the Dedicated Space (or all of the Dedicated Space), the Physical Collocator will pay AT&T-21STATE the monthly recurring and other applicable charges as if the Physical Collocator were using the entire Dedicated Space, until such time as the Physical Collocator submits a complete and accurate decommissioning Application, and the decommissioning process is completed as required.
- 10.8.3 If Collocator incurs costs directly attributable to inaccurate information provided by AT&T Florida, such as the costs of construction of cross-connects to incorrect CFAs, then AT&T Florida shall credit to Collocator's account the reasonable, demonstrated costs incurred as a result of the inaccurate information. In addition, AT&T Florida shall issue credit for charge(s) for unusable collocation service prorated for the period it was unusable, provided it is directly attributable to inaccurate information provided by AT&T Florida.

11.0 Efficiently Used

- 11.1 Orders for additional space will not be accepted until the Collocator's existing Collocation space in the requested Eligible Structure is Efficiently Used (as defined in Section 2 this Attachment) except to the extent the Collocator establishes to AT&T-21STATE's satisfaction that the Collocator's apparent inefficient use of space is caused by the CLEC holding Unused Space for future use on the same basis that AT&T-21STATE holds Unused Space for future use.
- 11.2 Orders for additional CFAs will not be accepted until the specific CFA type requested (e.g., DS0, DS1, fiber, etc.) in the requested Eligible Structure is Efficiently Used. The determination as to whether this criterion is met or necessary is solely within the reasonable judgment of AT&T-21STATE.

12.0 Relocation

12.1 AT&T-21STATE Requested Relocation:

- 12.1.1 When AT&T-21STATE determines, in order to be compliant with zoning changes, condemnation, or government order or regulation, that it is necessary for the Dedicated Space to be moved, AT&T-21STATE will provide written notice to the resident Collocator(s) within five (5) Business Days of the determination to move the location. Such a determination may affect movement from an Eligible Structure to another Eligible Structure, or from an Adjacent Space Collocation structure to a different Adjacent Space Collocation structure or and Adjacent Space Collocation structure to an Eligible Structure.
- 12.1.2 If the relocation occurs for reasons other than an emergency, AT&T-21STATE will provide the resident Collocator(s) with at least one hundred eighty (180) calendar days advance written Notice prior to the relocation.
- 12.1.3 An Application will be required by the Collocator for the arrangement of the new Dedicated Space and/or the new Telecommunications Equipment Space. The Collocator will not be required to pay any Application fees associated with the relocation described in this Section 12.1.
- 12.1.4 The Collocator shall be responsible for the costs for the preparation of the new Telecommunications Equipment Space and Dedicated Space at the new location or an adjacent space Collocation structure if such relocation arises from circumstances beyond the reasonable control of AT&T-21STATE, including zoning changes, condemnation or government order or regulation that makes the continued occupancy or use of the Dedicated Space or the Eligible Structure in which the Dedicated Space is located or the adjacent space Collocation structure for the purpose then used, uneconomical in AT&T-21STATE's reasonable discretion.
- 12.1.5 A Collocator's presence in AT&T-21STATE COs or adjacent space Collocation structures must not prevent AT&T-21STATE from making a reasonable business decision regarding building expansions or additions to the number of COs required to conduct its business or its locations.

12.2 CLEC Requested Relocation:

- 12.2.1 If the Physical Collocator requests that the Dedicated Space and/or Telecommunications Equipment space, be moved within the Eligible Structure in which the Dedicated Space is located, to another Eligible Structure, from an Adjacent Space Collocation structure, (as described in Section 5.4 above) to a different Adjacent Space Collocation structure or to an Eligible Structure, AT&T-21STATE shall permit the Collocator to relocate the Dedicated Space or Adjacent Space Collocation structure, subject to availability of space and technical feasibility.
- 12.2.2 A new Application will be required for the new Dedicated Space and the Application fee shall apply.
- 12.2.3 The Collocator shall be responsible for all applicable charges associated with the move, including the re-installation of its equipment and facilities and the preparation of the new Telecommunications Equipment space, and Dedicated Space, or Adjacent Space Collocation structure as applicable. In any such event, the new Dedicated Space shall be deemed the Dedicated Space and the new Eligible Structure (where

applicable) shall be deemed the Eligible Structure in which the Dedicated Space is located and the new Adjacent Space Collocation structure shall be deemed the Adjacent Space Collocation structure.

12.3 Virtual to Physical Relocation:

- 12.3.1 In the event Physical Collocation space was previously denied in an AT&T-21STATE CO, due to technical reasons or space limitations, and Physical Collocation Space has subsequently become available, Collocator may relocate its existing Virtual Collocation arrangement(s) to a Physical Collocation arrangement(s).
- 12.3.2 Collocator must arrange with an AT&T-21STATE AIS Tier 1 for the relocation of equipment from a Virtual Collocation space to a Physical Collocation space and will bear the cost of such relocation, including the costs associated with moving the services from the Virtual Collocation space to the new Physical Collocation space.

13.0 **Complete Space Discontinuance**

13.1 Collocator Requested Termination of the Collocation Space:

- 13.1.1 The Collocator may terminate its occupancy of a particular Collocation space which includes the removal of all equipment, equipment bays, interconnection facilities (e.g., power, timing, grounding and interconnection cabling) and Collocator infrastructure installed within its Collocation space. The Collocator is required to provide a complete and accurate Collocation Application requesting to terminate its existing Collocation Arrangement (see AT&T's CLEC Online website for the appropriate form).
- 13.1.2 The Collocator and the Physical Collocator's Guest(s) shall have thirty (30) calendar days from the BFFO date or a date mutually agreed to by the Parties ("Termination Date") to vacate the Collocation Space. Unless the Physical Collocator's Guest(s) have assumed responsibility for the Collocation space housing the Guest(s)'s equipment and executed the appropriate documentation required by AT&T-21STATE (see Space Reassignment Section 13.2 below) to transfer the Collocation Space to the Guest(s) prior to Collocator's Termination Date then the Physical Collocator must insure the removal of all the Guest(s) equipment and facilities by the Termination Date.
- 13.1.3 Upon termination the Collocation Space will revert back to AT&T-21STATE's space inventory.
- 13.1.4 The Collocator shall return the Collocation space to AT&T-21STATE in the same condition as when it was first occupied by Collocator, with the exception of ordinary wear and tear.
- 13.1.5 Collocator's AT&T-21STATE AIS shall be responsible for informing AT&T-21STATE personnel of any required updates and/or changes to AT&T-21STATE's records that are required in accordance with AT&T-21STATE's TP specifications.
- 13.1.6 The Collocator shall be responsible for the cost of removing any Collocator constructed enclosure, as well as any CLEC installed supporting structures (e.g., racking, conduits, power cables, etc.), by the Termination Date.
- 13.1.7 Any equipment not removed by the Termination Date by the Collocator will be removed and disposed of by AT&T-21STATE at the expense of the Collocator.
- 13.1.8 Upon termination of occupancy, Collocator, at its sole expense, shall remove its equipment and any other property owned, leased or controlled by Collocator from the Collocation Space
- 13.1.9 The Virtual Collocator will work cooperatively with AT&T-21STATE to remove the Collocator's equipment and facilities via use of AT&T-21STATE AIS from AT&T-21STATE's property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the Eligible Structure. AT&T-21STATE is not responsible for and will not guarantee the condition of such equipment removed by any Party.
- 13.1.10 The Virtual Collocator is responsible for arranging for and paying for the removal of virtually collocated equipment including all costs associated with equipment removal, packing and shipping.

13.1.11 Upon termination of the Collocation Space, the Collocator must remove the entrance cable used for the Collocation arrangement. If the entrance cable is not scheduled for removal within seven (7) calendar days after removal of the Collocation equipment, AT&T-21STATE may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable. The Collocator is only responsible for physically removing entrance cables housed in conduits or inner-ducts and will only be required to do so when AT&T-21STATE instructs the Collocator that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the CO.

13.2 Space Reassignment also known as Transfer of Ownership:

13.2.1 In lieu of submitting an Application to terminate a Collocation Arrangement, as described above, the Collocator ("Exiting Collocator") may reassign the Collocation Arrangement to another Collocator ("Collocator Assignee") subject to certain terms and conditions outlined below. Any such reassignment of the Collocation Arrangement may not occur without the written consent of AT&T-21STATE. In order to request consent to assign a Collocation Arrangement, either the Collocator Assignee or Exiting Collocator must submit a Collocation Application on behalf of both the Exiting Collocator and Collocator Assignee. Space Reassignment shall be subject to the following terms and conditions:

13.2.1.1 Collocator Assignee must, as of the date of submission of the Collocation Application, have an approved Interconnection Agreement with AT&T-21STATE.

13.2.1.2 Exiting Collocator will be liable to pay all NRCs and MRCs Collocation charges on the Collocation Arrangement to be reassigned until the date AT&T-21STATE turns over the Collocation Arrangement to the Collocator Assignee. Any disputed charges shall be subject to the Dispute Resolution Process in the GT&Cs of this Agreement. AT&T-21STATE's obligation to turn over the Collocation Arrangement shall not arise until all undisputed charges are paid. Collocator Assignee's obligation to pay MRCs for a Collocation Arrangement will begin on the date AT&T-21STATE makes available the Collocation Arrangement to the Collocator Assignee.

13.2.1.3 An Exiting Collocator may not reassign Collocation space in an Eligible Structure where a waiting list exists for Collocation space, unless all Collocators on the waiting list above the Collocator Assignee decline their position. This prohibition does not apply in the case of an acquisition, merger or complete purchase of the Exiting Collocator's assets.

13.2.1.4 Collocator Assignee will defend and indemnify AT&T-21STATE from any losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees) if any other person, entity or regulatory authority challenges the reassignment of any Collocation Arrangement(s) or otherwise claims a right to the space subject to the reassignment.

13.2.2 Collocator Assignee or the Exiting Collocator shall submit one (1) complete and accurate Application for each Collocation Arrangement. The Exiting Collocator must ensure that the Collocator Assignee complies with the following: Collocator Assignee submits a complete and accurate Application for a Collocation Arrangement, Collocator Assignee represents warrants and agrees that it has obtained an executed sale or lease agreement for and holds proper title to all non-AT&T-21STATE equipment and other items in or otherwise associated with each Collocation Arrangement. Collocator Assignee further agrees to indemnify and hold AT&T-21STATE harmless from any Third Party claims involving allegations that Collocator Assignee does not hold proper title to such non-AT&T-21STATE equipment and other items.

13.2.3 AT&T-21STATE in its response to the Application will provide a price quote. Collocator Assignee must pay one hundred percent (100%) of all NRCs in the price quote before AT&T-21STATE begins to convert the Collocation Arrangement being reassigned. Once Collocator Assignee has paid one hundred percent (100%) of all such NRCs, AT&T-21STATE shall finish the work to convert the space within thirty (30) calendar days. AT&T-21STATE and Collocator Assignee will coordinate all conversion work to ensure that the End Users of Collocator Assignee will have minimal, if any, disruption of service during such conversion.

- 13.2.4 Collocator Assignee may submit a security application for access to a Collocation Arrangement simultaneously with the Collocation Application. If a completed security application is provided at the time the Collocation Application is filed, the security cards will be made available at the time that the Collocation space is turned over. If the security application is not provided at the time that the Collocation Application is filed, then Collocator Assignee may submit a security application for access at any time and the terms and conditions as provided in Section 4.11 above will apply. In no event will the security cards be provided to the Collocator Assignee before the assigned space is turned over.
- 13.2.5 Collocator Assignee assumes each Collocation Arrangement “as is” which means that AT&T-21STATE will make no changes to the Collocation Arrangement, including no changes to power, interconnection and entrance facilities. Any modifications to such Collocation Arrangement by Collocator Assignee must be submitted via a separate augment Application (as provided by the Collocator Assignee’s ICA).

13.3 Interconnection Termination Reduction:

- 13.3.1 The Collocator may request a reduction of the existing amount of Interconnection terminations that service a Collocation Arrangement. The Collocator shall submit an augment Application in order to process this request. The Collocator must maintain at least one minimum Interconnection arrangement.
- 13.3.2 Interconnection termination reduction requests may require the disconnection and removal of interconnection cable. AT&T-21STATE will perform the interconnection cable removal work above the rack level at the applicable fees referenced in the Pricing Schedule. Within thirty (30) calendar days after submitting its interconnection termination reduction request to disconnect and remove an interconnection arrangement from its Collocation Arrangement, the Collocator must remove terminations at both ends of the interconnection cable and cut and cap cables up to the AT&T-21STATE rack level. Collocator must use the AT&T-21STATE AIS for this procedure and AT&T-21STATE AIS must follow the appropriate TP found on AT&T CLEC Online website.

14.0 **Fiber Optic Cable and Demarcation Point**

14.1 Fiber Optic Cable Entrance Facilities:

- 14.1.1 Collocator will utilize the Application process described within this attachment for entrance facility requests. All rate elements for Collocator Entrance Facility can be found in the Pricing Schedule.
- 14.1.2 The Collocator is responsible for bringing its entrance facilities to the entrance manhole(s) designated by AT&T-21STATE, and leaving sufficient length of the cable in the manhole for AT&T-21STATE to fully extend the Collocator-provided facilities to the designated point in the cable vault.
- 14.1.2.1 The Physical Collocator’s AT&T-21STATE AIS Tier 1 will extend the Collocator provided fiber entrance cable from the cable vault to the Physical Collocation Dedicated Space.
- 14.1.2.2 For a Virtual Collocation arrangement AT&T-21STATE will splice the Collocator provided entrance fiber to an AT&T-21STATE fiber cable terminated on AT&T-21STATE’s Fiber distribution frame.

14.2 If the Collocator has not left the cable in the manhole within **one hundred twenty (120) one hundred eighty (180)** calendar days of the request for entrance fiber, the Collocator’s request for entrance fiber will expire and a new Application must be submitted along with applicable fees. The Collocator may request an additional **thirty (30) ninety (90)** calendar day extension by notifying AT&T-21STATE, **no later than fifteen (15) calendar days** prior to the end of the **one hundred twenty (120) one hundred eighty (80)** calendar day period mentioned above, of the need of the extension for the Collocator to place cable at the manhole.

14.3 The Collocator shall use a dielectric Optical Fiber Non-conductive Riser-rated (OFNR) fiber cable as the transmission medium to the Dedicated Space for Physical or to the AT&T-21STATE designated splice point for Virtual. In addition, AT&T-21STATE requires this fiber to be yellow or black with yellow striped sheath.

14.4 The Collocator, where not impractical for technical reasons and where space is available, may use Microwave Entrance Facility Collocation pursuant to the Microwave Attachment.

- 14.5 Copper or coaxial cable will only be permitted to be utilized as the transmission medium where the Collocator can demonstrate to AT&T-21STATE or the Commission that use of such cable will not impair AT&T-21STATE's ability to service its own End Users or subsequent Collocators. Collocation requests utilizing copper or coaxial cable facilities will be provided as an Individual Case Basis (ICB).
- 14.6 AT&T-21STATE shall provide a minimum of two separate points of entry into the Eligible Structure, where AT&T-21STATE has at least two such entry points, there is sufficient space for new facilities in those entry points, and it is Technically Feasible. Where such dual points of entry are not available, when AT&T-21STATE performs work as is necessary to make available such separate points of entry for itself, at the same time it will accommodate the Collocator's request under this Section. The Collocator and AT&T-21STATE shall share the costs incurred by prorating those costs using the number of cables to be placed in the entry point by both AT&T-21STATE and the Collocator(s).
- 14.7 AT&T-21STATE will also provide nondiscriminatory access where Technically Feasible and sufficient space exists, to any entry point into Eligible Structures in excess of two (2) points in those locations where AT&T-21STATE also has access to more than two such entry points. Where AT&T-21STATE performs such work in order to accommodate its own needs and those specified in the Collocator's written request, the Collocator and AT&T-21STATE shall share the costs incurred by prorating those costs using the number of cables to be placed in the entry point by both AT&T-21STATE and the Collocator(s).

15.0 Entrance Facility Conduit to Vault, Per Cable Sheath

- 15.1 This facility represents any reinforced passage or opening in, on, under, over or through the ground between the first manhole and the cable vault through which the entrance cable is placed. Associated rates and charges can be found in the Pricing Schedule. All procedures for CLEC Entrance Facility Conduit can be found in the AT&T CLEC Online Handbook.

16.0 Virtual Collocation – Cooperative Responsibilities

- 16.1 The Virtual Collocator will work cooperatively with AT&T-21STATE to develop implementation plans including timelines associated with:
- 16.1.1 Placement of Collocator's fiber into the CO vault;
 - 16.1.2 Location and completion of all splicing;
 - 16.1.3 Completion of installation of equipment and facilities;
 - 16.1.4 Removal of above facilities and equipment;
 - 16.1.5 To the extent known, the Collocator can provide forecasted information to AT&T-21STATE on anticipated additional Virtual Collocation requirements;
 - 16.1.6 To the extent known, the Collocator is encouraged to provide AT&T-21STATE with a listing of the equipment types that they plan to virtually collocate in AT&T-21STATE's COs or CEVs, huts and cabinets. This cooperative effort will insure that AT&T-21STATE personnel are properly trained on Collocator equipment.
- 16.2 Installation of Virtual Collocation Equipment:
- 16.2.1 AT&T-21STATE does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's equipment, arrangement, or facilities.
 - 16.2.2 AT&T-21STATE will be responsible for using the same engineering practices as it does for its own similar equipment in determining the placement of equipment and engineering routes for all connecting cabling between Collocation equipment.
 - 16.2.3 In this arrangement, Telecommunications Equipment (also referred to herein as equipment) is furnished by the Collocator and engineered and installed by an AT&T-21STATE AIS.

16.2.4 The Collocator and AT&T-21STATE must jointly accept the installation of the equipment and facilities prior to the installation of any services using the equipment. As part of this acceptance, AT&T-21STATE will cooperatively test the collocated equipment and facilities with the Collocator.

16.3 Repair & Maintenance of Equipment - Virtual Collocation Only:

16.3.1 Except in emergency situations, the Collocator-owned fiber optic facilities and CO terminating equipment will be repaired only upon the request of the Collocator. In an emergency, AT&T-21STATE may perform necessary repairs without prior notification. The labor rates specified in the Pricing Schedule apply to AT&T-21STATE COs and AT&T-21STATE CEVs, huts and cabinets and are applicable for all repairs performed by AT&T-21STATE on the Collocator's facilities and equipment.

16.3.2 When initiating repair requests on Collocator owned equipment, the Collocator must provide AT&T-21STATE with the location and identification of the equipment and a detailed description of the trouble.

16.3.3 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, AT&T-21STATE will be responsible for repairing the Virtually Collocated equipment at the same standards that it repairs its own equipment.

16.3.4 The Collocator will request any and all maintenance by AT&T-21STATE on its Virtually Collocated facilities or equipment. When initiating requests for maintenance on collocated equipment, the Collocator must provide AT&T-21STATE with the location and identification of the equipment and a detailed description of the maintenance requested.

16.3.5 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, AT&T-21STATE will be responsible for maintaining the Virtually Collocated equipment at the same standards that it maintains its own equipment.

16.4 Alarm Maintenance:

16.4.1 The Collocator has the ability to purchase its own remote monitoring and alarming equipment.

16.4.2 Since the maintenance of the Collocator's equipment is at the direction and control of the Collocator, AT&T-21STATE will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of the Collocator with the option discussed for during emergencies.

17.0 **Interconnection to Others within the same Eligible Structure**

17.1 Upon receipt of a BFFO, AT&T-21STATE will permit the Collocator to construct, via an AT&T-21STATE AIS Tier 1, direct connection facilities, (also known as Collo-to-Collo) to the Collocator's own Physical/Virtual Collocation arrangement and/or another Third Party Physical/Virtual Collocator's Collocation arrangement within the same Eligible Structure. The Collocator may use either copper or optical facilities between the collocated equipment in the same Eligible Structure, subject to the same reasonable safety requirements that AT&T-21STATE imposes on its own equipment.

17.1.1 The Collocator is prohibited from using the Collocation space for the sole or primary purpose of cross-connecting to Third Party collocated Telecommunications Carrier's.

17.1.2 The Collocator must utilize an AT&T-21STATE AIS Tier 1 to place the CLEC to CLEC connection. , ***unless the Collocator and the Third Party both have collocations which are within ten (10) feet of each other and the connection can be made without making use of AT&T-21STATE common cable support structure.***

17.1.3 The CLEC to CLEC connection shall be provisioned using facilities owned by Collocator.

17.1.4 With their Application the Collocator shall provide a Letter of Authorization (LOA) from the Third Party collocated Telecommunications Carrier to which the Collocator will be cross-connecting.

17.1.5 The CLEC to CLEC connection shall utilize AT&T-21STATE common cable support structure and will be billed for the use of such structure according to rates in the Pricing Schedule. , ***unless the Collocator and***

the Third Party both have collocations which are within ten (10) feet of each other and the connection can be made without making use of AT&T-21STATE common cable support structure.

18.0 Extraordinary Charges, Special Construction and Custom Work/ICB Charges

- 18.1 Extraordinary Charges - Collocator will be responsible for all extraordinary construction costs, incurred by AT&T-21STATE to prepare the Collocation space for the installation of Collocator's equipment and for extraordinary costs to maintain the Collocation space for Collocator's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the AC system (if available), or of the existing commercial power facility, installation, maintenance, repair, monitoring of securing measures, conversion of non-Collocation space, or other modifications required by local ordinances. Ordinary costs may become extraordinary by their unusual nature (e.g., volume that is substantially beyond the average or typical Collocation arrangement or request) or its infrequency of occurrence (e.g., construction that will benefit only the requesting Collocator).
- 18.1.1 AT&T-21STATE may charge a recurring and a non-recurring fee for extraordinary costs on a time-sensitive or time-and-materials basis.
- 18.1.2 An estimate of such costs plus contribution will be provided to the Collocator prior to AT&T-21STATE commencing such work.
- 18.1.3 AT&T-21STATE must advise Collocator if extraordinary costs will be incurred within twenty (20) Business Days of the Collocator's complete and accurate Application.
- 18.1.4 Extraordinary costs will only be billed upon receipt of the signed acceptance of AT&T-21STATE's price quote. Construction will not begin until receipt of the Collocator's signed acceptance.
- 18.1.5 Special Construction and/or Custom work may not be charged to Collocator for any work performed which will benefit or be used by AT&T-21STATE or other Collocators except on a pro-rated basis where reasonable.

19.0 DC Power Arrangement Provisioning and Power Reduction

- 19.1 In a CO AT&T-21STATE shall make available -48V DC power to serve the Collocator's equipment. When obtaining DC power from an AT&T-21STATE Power Source (BDFB or Power Plant), Collocator's fuses and power cables (for the A & B feeds) must be engineered (sized), and installed by Collocator's AT&T-21STATE AIS Tier 1, in accordance with the number of DC amps requested by Collocator on Collocator's Initial Application or any Subsequent Applications. Collocator is also responsible for contracting with an AT&T-21STATE AIS Tier 1 to run the power distribution feeder cable from the AT&T-21STATE Power Source to the equipment in Collocator's Collocation arrangement. The AT&T-21STATE AIS Tier 1 contracted by Collocator must provide AT&T-21STATE with a copy of the engineering power specifications prior to the day on which Collocator's equipment becomes operational (hereinafter "Commencement Date"). AT&T-21STATE will provide the common power feeder cable support structure between the AT&T Power Source and Collocator's Collocation arrangement. Collocator shall contract with an AT&T-21STATE AIS Tier 1 who shall be responsible for performing those power provisioning activities required to enable Collocator's equipment to become operational, which may include, but are not limited to, the installation, removal or replacement of the following: dedicated power cable support structure within Collocator's Collocation arrangement, power cable feeds and terminations of the power cabling. Collocator and Collocator's AT&T-21STATE AIS Tier 1 shall comply with all applicable NEC, AT&T TP-76300, Telcordia and ANSI Standards that address power cabling, installation and maintenance.
- 19.2 AT&T-21STATE will permit Collocator to request DC power in one (1) amp increments up to one hundred (100) amps from the AT&T-21STATE Power source.
- 19.2.1 In Florida only, CLEC may request that -48 DC power provisioned by AT&T FLORIDA to CLEC's Collocation Space be assessed per ampere (amp), pursuant to the rates set forth in the Pricing Sheet. Monthly recurring power charges will be assessed on the Space Acceptance Date or Space Ready Date, whichever

is appropriate, pursuant to Section 10. If CLEC desires to convert existing physical collocation arrangements to this billing arrangement, then the monthly recurring charges that are applicable will be assessed on the Space Ready Date associated with the Subsequent Application submitted by CLEC to convert an existing physical collocation arrangement. The monthly recurring charges for DC power shall be calculated and applied based on the amount of power CLEC requests that it be allowed to draw at a given time to a specific physical collocation arrangement in a particular AT&T FLORIDA Premises on CLEC's Initial Application or Subsequent Application. AT&T FLORIDA shall allow CLEC, at CLEC's option, to order power feed that is capable of delivering a higher DC power level but to fuse this power feed so as to allow a power level less than the feed's maximum draw by CLEC. AT&T FLORIDA is not required to build its central office power infrastructure to meet CLEC's forecasted DC power demand. CLEC must specify on its Initial or Subsequent Application the power level it wishes to be able to draw from AT&T FLORIDA's power plant for each existing collocation arrangement CLEC converts or for any new collocation arrangement CLEC establishes under this arrangement.

19.2.2 AT&T FLORIDA, at any time and at its own expense, shall have the right to verify the accuracy of CLEC's power usage under the arrangement in Section 19.2.1 for a specific collocation arrangement in a particular Premise, based on a meter reading(s) taken by AT&T FLORIDA of the amount of power being consumed by CLEC's collocation arrangement. AT&T FLORIDA may perform its own meter reading(s) via any method it chooses, such as, but not limited to, a clamp-on ammeter. If the meter reading(s) varies by more than ten percent(10%) or five (5) amps from the power usage that has been requested by CLEC for the collocation arrangement, the Parties agree to work cooperatively to reconcile such discrepancy and establish the appropriate usage figure in a reasonable and expeditious manner. If the Parties substantiate AT&T FLORIDA's reading, then AT&T FLORIDA shall adjust CLEC's billing to reflect AT&T FLORIDA's power reading beginning with the first day of the month immediately following the date of the last metered reading taken by AT&T FLORIDA.

19.2.3 CLEC shall notify AT&T FLORIDA of any change in its DC power usage by submitting a Subsequent Application, which reflects the new DC power level desired by CLEC. The request change in DC power usage will be reflected in CLEC's next scheduled monthly billing cycle.

19.3 Collocator Interconnect Power Panel (CIPP) – (Options):

19.3.1 A Collocator Interconnect Power Panel (CIPP) with maximum 200 amp capacity may be ordered from AT&T-21STATE or an equivalent panel provided by the Collocator's AT&T-21STATE AIS Tier 1. At least one (1) DC power panel is required with each application requiring DC Power when designed to provide between 50 and 200 amps per feed of DC current. However the Collocator may substitute the required power panel with an equivalent power panel subject to meeting NEBS Level 1 Safety and review by AT&T-21STATE technical support. See the Collocation Handbook for additional information.

19.4 Eligible Structure Ground Cable Arrangement, Each:

19.4.1 The ground cable arrangement is the cabling arrangement designed to provide grounding for equipment within the Collocator's Dedicated Space. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. AT&T-21STATE provides an Integrated Ground Plane to serve the Collocator's equipment in the same manner as AT&T-21STATE equipment. Requests for an "Isolated" Ground Plane will be treated on an ICB basis.

19.5 Power Reduction:

19.5.1 The Collocator may request to decrease the amount of existing power available to a Collocation Arrangement. This can be done either by disconnecting and removing a power cable feed or by replacing the existing fuse with a fuse of a lower breakdown rating on a power cable feed. If the Collocator desires to disconnect a power arrangement (A&B feed), the Collocator will be responsible for hiring an AT&T-21STATE AIS Tier 1 to remove the terminations at both ends of the power cable feed and cut cables up to the AT&T-21STATE rack level that make up the power arrangement. If the Collocator desires to reduce the amperage on a power cable feed, the Collocator will be responsible for paying the costs necessary to change the fuse that serves the A&B feeds at the AT&T-21STATE power source. In either case, the

Collocator must maintain a minimum amount of power on at least one power arrangement (A&B feed) to service their Collocation Arrangement when submitting their power reduction request. The Collocator shall submit an augment application in order to process this request.

19.5.2 If the Collocator desires to only reduce the fuse capacity on an existing power arrangement (A&B feed) rather than disconnect and remove cable to an existing power arrangement, they may only reduce the fuse size to the lowest power amp increment offered in this Attachment referenced in 19.2 above. Different minimum amp increments apply for power arrangements fed from either an AT&T-21STATE BDFB or an AT&T-21STATE power plant. When the Collocator is requesting to reduce the fuse capacity only, the fees referenced in the Pricing Schedule will apply. When the Collocator has only one power arrangement (A&B feed) serving their Collocation Arrangement, a fuse reduction is the only power reduction option available to the Collocator.

19.5.3 When a power reduction request involves a fuse change only on a power arrangement serviced from the AT&T-21STATE BDFB (e.g., power arrangements less than or equal to a fifty (50) amp A feed and a fifty (50) amp B feed) the Collocator must hire an AT&T-21STATE AIS Tier 1 to coordinate fuse changes at the AT&T-21STATE BDFB. Applicable fees referenced in Pricing Schedule will still apply. When a power reduction request involves a fuse change on a power arrangement serviced from the AT&T-21STATE Power Plant (e.g., power arrangements consisting of a one hundred (100) amp A feed and a one hundred (100) amp B feed and above), the Collocator must hire an AT&T-21STATE AIS Tier 1 power supplier to coordinate the fuse changes at the AT&T-21STATE power plant.

19.5.4 When a power reduction request requires disconnecting and removing a power cable feed from either the AT&T-21STATE's BDFB (Battery Distribution Fuse Bay) or power plant, the AT&T-21STATE AIS Tier 1 will perform the power cable removal work up to the rack level. Applicable fees referenced in Pricing Schedule will apply. Within thirty (30) calendar days after submitting its power reduction request to disconnect and remove a power arrangement, the Collocator must perform the following activity:

19.5.4.1 Remove terminations at both ends of the power cable feed and cut cables up to the AT&T-21STATE rack level. Collocator must use an AT&T-21STATE AIS Tier 1 for this procedure and that supplier must follow TP76300 guidelines for cutting and capping the cable at the rack level.

19.6 When the Collocator has multiple power arrangement serving a Collocation Arrangement (e.g., one power arrangement consisting of fifty (50) amps on the A feed and fifty (50) amps on the B feed and a second power arrangement consisting of twenty (20) amps on the A feed and twenty (20) amps on the B feed), the Collocator has the option of either fusing down the fifty (50) amp power arrangement (A&B feed) or disconnecting and removing the power cable feed from the fifty (50) amp power arrangement (A&B feed). If the Collocator chooses to disconnect and remove the power cable feed from a power arrangement (A&B feed), then the charges referenced in Pricing Schedule will apply. If the Collocator has multiple power arrangements (A&B feed) where they can request both a fuse reduction and a power cable removal for one Collocation Arrangement [e.g., reduce one power arrangement from fifty (50) amps (A&B feed) to twenty (20) amps (A&B feed) and remove the power cable from a second power arrangement from fifty (50) amps (A&B feed) to ten (10) amps (A&B feed)], then the project management fee for power cable removal referenced in the Pricing Schedule will apply in addition to the individual charges referenced in the Pricing Schedule associated with the overall power reduction request.

19.7 For any power reduction request (one which involves either a disconnect and removal, re-fusing only, or a combination of the two), the Collocator must submit an augment application for this request along with the appropriate application and project management fees referenced in the Pricing Schedule. The same Augment intervals that are outlined in this Attachment for adding power will apply to power reduction requests.

20.0 Collocation in CEVs, Huts and Cabinets

20.1 Remote Terminals - When the requirements of this Agreement are met, collocation will be allowed in Controlled Environmental Vaults (CEVs), Huts and Cabinets and other AT&T-21STATE owned or controlled premises where Collocation is practical and Technically Feasible, (e.g., where heat dissipation is not severely limited and there is sufficient space for Collocator's equipment).

- 20.2 AT&T-12STATE will assign space in a RT in two-inch vertical mounting space increments within a CEV, Hut or cabinet for the placement of Collocator's equipment. The number of two-inch vertical mounting spaces required is determined by the size of the equipment to be placed plus additional space required for heat dissipation and ventilation of the equipment to be placed in adjacent equipment. Refer to the Pricing Schedule for rates.
- 20.3 AT&T SOUTHEAST REGION 9-STATE will also assign space in a RT in single bay increments within a CEV, Hut or cabinet for the placement of Collocator's equipment. The number of bays required is determined by the size of the equipment to be placed plus additional space required for heat dissipation and ventilation of the equipment to be placed in adjacent equipment. Refer to the Pricing Schedule for rates and charges.
- 20.4 AT&T-21STATE: RT Collocation Arrangements - AT&T-21STATE shall make available -48V DC power for Collocator's RT Collocation arrangement at an AT&T-21STATE power source within the RT. The charge for power shall be assessed as part of the MRCs per the Pricing Schedule. If the power requirements for Collocator's equipment exceed the capacity available, then such additional power requirements shall be assessed on an individual case basis.

ATTACHMENT 13 - 251(c)(3) UNES

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1.0 Introduction

- 1.1 This Attachment sets forth the terms and conditions pursuant to which AT&T-21STATE will furnish CLEC with access to Unbundled Network Elements pursuant to Section 251(c)(3) of the Telecommunications Act (herein referred to as "251(c)(3) UNEs" or "UNEs") for the provision by CLEC of a Telecommunications Service (Act, Section 251(c)(3)) in AT&T-21STATE's incumbent local Exchange areas.
- 1.2 Nothing contained in the Agreement shall be deemed to constitute consent by AT&T-21STATE that any item identified in this Agreement as a UNE or network element is a network element or UNE under Section 251(c)(3) of the Act, as determined by 251(c)(3) and effective FCC rules and associated 251(c)(3) and effective FCC and judicial orders, that AT&T-21STATE is required to provide to CLEC alone, or in combination with other network elements or UNEs (251(c)(3) or otherwise), or commingled with other network elements, UNEs (251(c)(3) or otherwise) or other services or facilities.
- 1.3 The preceding includes without limitation that AT&T-21STATE shall not be obligated to provide combinations (whether considered new, pre-existing or existing) or other arrangements (including, where applicable, Commingled Arrangements) involving AT&T-21STATE network elements that do not constitute 251(c)(3) UNEs, or where 251(c)(3) UNEs are not requested for permissible purposes. ***If CLEC orders any UNE or UNE combination for which a price does not exist in this agreement, but for which a price does exist in any then-current Commission-Approved AT&T-21STATE Interconnection Agreement, then CLEC shall be entitled to obtain that UNE or UNE combination on a non-discriminatory basis under the same rates and terms. The Parties shall execute an amendment within thirty (30) days of request from CLEC for such an amendment, and the UNE(s) shall be available to CLEC for ordering within five (5) days after execution of the amendment.***
- 1.4 Notwithstanding any other provision of this Agreement or any Amendment to this Agreement, including but not limited to intervening law, change in law or other substantively similar provision in the Agreement or any Amendment, if an element described as an Unbundled Network Element or 251(c)(3) UNE in this Agreement is Declassified or is otherwise no longer a 251(c)(3) UNE, then the Transition Procedure defined in Section 3.5 below, shall govern.
- 1.5 Access to 251(c)(3) UNEs is provided under this Agreement over such routes, technologies, and facilities as AT&T-21STATE may elect at its own discretion. AT&T-21STATE will provide access to 251(c)(3) UNEs where technically feasible. Where facilities and equipment are not available, AT&T-21STATE shall not be required to provide 251(c)(3) UNEs. ***CLEC shall be entitled to challenge such denials of UNE facilities and AT&T-21STATE shall reasonably prove at no charge to CLEC that the requested facilities do not exist or are all in use.***
- 1.6 251(c)(3) UNEs provided to CLEC under the provisions of this Attachment shall remain the property of AT&T-21STATE.
- 1.7 Subject to the terms herein, AT&T-21STATE is responsible only for the installation, operation and maintenance of the 251(c)(3) UNEs it provides. AT&T-21STATE is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those 251(c)(3) UNEs.
- 1.8 Where 251(c)(3) UNEs provided to CLEC are dedicated to a single End User, if such 251(c)(3) UNEs are for any reason disconnected they shall be made available to AT&T-21STATE for future provisioning needs, unless such 251(c)(3) UNE is disconnected in error. The CLEC agrees to relinquish control of any such 251(c)(3) UNE concurrent with the disconnection of a CLEC's End User's service.
- 1.9 INTENTIONALLY LEFT BLANK
- 1.10 INTENTIONALLY LEFT BLANK.

2.0 Definitions

- 2.1 AT&T-21STATE Premise(s) means as defined in Attachment 12 – Collocation.
- 2.2 "Building" or "same building" means a structure under one (1) roof or two (2) or more structures on one (1) premises which are connected by an enclosed or covered passageway.
- 2.3 "Commingling" or "Commingled Arrangement" means an arrangement connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, to one (1) or more facilities or services that CLEC has obtained at wholesale from AT&T-21STATE, or the combining of a UNE, or a combination of UNEs, with one (1) or more such facilities or services. ***CLEC shall be entitled to commingle any UNE with any other service element purchased from AT&T-21STATE either from this Agreement or from any AT&T-21STATE tariff, so long as the combination is***

technically feasible. Such commingling shall be required even if the specific arrangement sought by CLEC is not commonly commingled by AT&T-21STATE.

- 2.4 "Declassified UNE" or "Declassified" means a UNE that ceases to be a UNE under this Agreement because it is no longer required by Section 251(c)(3) of the Act, as determined by 251(c)(3) and effective FCC rules and associated 251(c)(3) and effective FCC and judicial orders.
- 2.5 "Demarcation Point" means the point on the loop where AT&T-21STATE's control of the wire ceases and the End User's control (or in the case of some multi-unit premises, the landlord's control) of the wire begins.
- 2.6 "Enhanced Extended Link (EEL)" means a 251(c)(3) UNE combination consisting of an Unbundled Local Loop(s) and Unbundled Dedicated Transport (UDT), together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, multiplexing capabilities) subject to the Cap limitations as identified within the Unbundled Local Loop and Unbundled Transport sections below. A DS1 or higher EEL is required to terminate in a Collocation arrangement that meets the requirements of Section 6.4.3.1 below of this Attachment (e.g., the end of the UDT that is opposite the end connected to the 251(c)(3) UNE Local Loop, must be accessed by CLEC at such a CLEC collocation arrangement via a cross-connect).
- 2.7 "Fiber to the Curb (FTTC) Loops" means local Loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the End User's premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU's MPOE. The fiber optic cable in a FTTC Loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective End User's premises.
- 2.8 "Fiber to the Home (FTTH) Loops" means local Loops consisting entirely of fiber optic cable, whether dark or lit, serving an End User's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE).
- 2.9 "Hybrid UNE Loop" means a Local UNE Loop composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire and cable, usually in the distribution plant. AT&T-21STATE shall provide CLEC access to Hybrid UNE Loops pursuant to the requirements of 47 C.F.R. § 51.319(a)(2).
- 2.10 "Unbundled Local Loop(s) (UNE Loop)" means a transmission facility between a distribution frame (or its equivalent) in an AT&T-21STATE central office and the UNE Loop Demarcation Point at an End User premises. The UNE Loop includes all features, functions, and capabilities of the transmission facilities, including the Network Interface Device, and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers (DSLAMs)), optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the End User's premises, including inside wire owned or controlled by AT&T-21STATE.
- 2.11 "Network Interface Device (NID)" means any interconnection of End User premises wiring to AT&T-21STATE's distribution UNE Loop facilities, such as a cross-connect device used for that purpose. Fundamentally, the NID establishes the final (and official) network demarcation point between the UNE Loop and the End User's inside wire.
- 2.12 "Ratcheting" means a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate.
- 2.13 "Route" means a transmission path between one of AT&T-21STATE's Wire Centers or switches and another of AT&T-21STATE's Wire Centers or switches. A Route between two points (e.g., Wire Center or switch "A" and Wire Center or switch "Z") may pass through one (1) or more intermediate Wire Centers or switches (e.g., Wire Center or switch "X"). Transmission paths between identical end points (e.g., Wire Center or switch "A" and Wire Center or switch "Z") are the same Route, irrespective of whether they pass through the same intermediate Wire Centers or switches, if any.
- 2.14 "Unbundled Dedicated Transport (UDT)" means AT&T-21STATE interoffice transmission facilities between Wire Centers or switches owned by AT&T-21STATE, or between Wire Centers or switches owned by AT&T-21STATE and switches owned by requesting Telecommunications Carriers, dedicated to a particular End User or carrier. AT&T-21STATE is not obligated to provide CLEC with unbundled access to Dedicated Transport that does not connect a pair of AT&T-21STATE Wire Centers.
- 2.15 "UNE Dedicated Transport Dark Fiber/Dark Fiber Transport" means AT&T-21STATE dark fiber interoffice transmission facilities dedicated to a particular CLEC that are within AT&T-21STATE's network, connecting AT&T-

21STATE switches or Wire Centers within a LATA. Dedicated Transport Dark Fiber consists of un-activated optical interoffice transmission facilities.

3.0 General Provisions

3.1 The rates for UNEs, UNE Combinations and Other Services are set forth in the Pricing Schedule.

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3.4 Without limitation, a UNE under this Agreement is Declassified upon or by (a) the issuance of an effective finding by a court or regulatory agency acting within its authority that requesting Telecommunications Carriers are not impaired without access to a particular UNE; or (b) an effective determination by a legislative, judicial or regulatory body finding that an ILEC is not required, or is no longer required, to provide the UNE pursuant to Section 251(c)(3) of the Act; or (c) the absence, by vacatur or otherwise, of a legally effective FCC rule requiring the provision of the UNE on an unbundled basis pursuant to Section 251(c)(3). By way of example only, a UNE can be Declassified generally, or on an element-specific, Route-specific or geographically-specific basis or on a class of elements basis. For declassification of elements as the result of changes to Wire Center designations, Section 14.0 below shall apply.

3.5 If this Agreement requires or appears to require UNE(s) or the unbundling of an element without specifically noting a particular UNE or UNEs, the reference shall be deemed to be a reference to 251(c)(3) UNE(s), as defined in this Attachment. If a UNE is Declassified or is not required to be provided under this 251(c)(3) UNE Attachment and/or not described in this 251(c)(3) UNE Attachment, it is the Parties' intent that the UNE is not available under this Agreement, notwithstanding any reference to the UNE elsewhere in the Agreement, including in any other Attachment, or in the Pricing Schedule.

3.6 Transition Procedure for UNEs that are Declassified during the Term of the Agreement:

3.6.1 The procedure set forth in this Section does not apply to the Declassification events described in Sections 8.1.4 below, Section 9.1.7 below which set forth the consequences for Declassification of DS1 and DS3 Loops, DS1 and DS3 Transport and Dark Fiber Transport, where applicable Caps are met, or where Declassification occurs because Wire Centers/Routes meet the criteria set forth in the FCC's TRO Remand Order (TRRO).

3.6.1.1 AT&T-21STATE shall only be obligated to provide Section 251 (c)(3) UNEs under this Agreement as determined by 251(c)(3) and effective FCC rules and associated 251(c)(3) and effective FCC and judicial orders. To the extent an element described as a UNE or an Unbundled Network Element in this Agreement is Declassified or is otherwise no longer a UNE, AT&T-21STATE may discontinue the provision of such element, whether previously provided alone or in combination with or as part of any other arrangement with other UNEs or other elements or services. Accordingly, in the event one (1) or more elements described as UNEs or as Unbundled Network Elements in this Agreement is Declassified or is otherwise no longer a UNE, AT&T-21STATE will identify such Declassified UNEs and provide written Notice to CLEC of its discontinuance of the element(s) and/or the combination or other arrangement in which the element(s) has been previously provided. During a "Transitional Period" of one hundred eighty (180) calendar days from the date of such Notice, AT&T-21STATE agrees to continue providing such element(s) under the terms of this Agreement. Upon receipt of such written Notice, CLEC will cease ordering elements that are identified as Declassified or as otherwise no longer being available as a UNE in the AT&T-21STATE Notice letter. AT&T-21STATE reserves the right to review CLEC's orders transmitted to AT&T-21STATE and to the extent that CLEC has processed orders and such orders are provisioned after the Transitional Period, such elements are still subject to this Section, including the options set forth in (a) and (b) below, and AT&T-21STATE's rights of discontinuance or conversion in the event the options are not accomplished. During the Transitional Period, the following options are available to CLEC with regard to the element(s) identified in the AT&T-21STATE Notice, including the combination or other arrangement in which the element(s) were previously provided:

3.6.1.1.1 CLEC may issue a Local Service Request (LSR) or Access Service Request (ASR), as applicable, to seek disconnection or other discontinuance of the

- element(s) and/or the combination or other arrangement in which the element(s) were previously provided; or
- 3.6.1.1.2 AT&T-21STATE and CLEC may agree upon another service arrangement or element (e.g., via a separate agreement at market-based rates to the extent AT&T-21STATE offers such an agreement, or an equivalent tariffed AT&T-21STATE service, or resale), or may agree that an analogous access product or service may be substituted, if available or,
- 3.6.1.1.3 CLEC may, at its option, submit an LSR or ASR as applicable to transition the discontinued element(s) to another, non-discontinued UNE if available.
- 3.6.2 Notwithstanding anything to the contrary in this Agreement, including any amendments to this Agreement, at the end of that one hundred eighty (180) calendar day Transitional Period described in Section 3.5.1.1 above, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under (a), above, and/or if CLEC and AT&T-21STATE have failed to reach agreement under (b), above, as to a substitute service arrangement or element, then AT&T-21STATE may, at its sole option, disconnect the element(s), whether previously provided alone or in combination with or as part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available.

4.0 **Responsibilities of the Parties**

- 4.1 AT&T-21STATE will provide access to UNEs for *use the provision by CA CLEC of in any technically feasible manner. a Telecommunications Service (Act, Section 251(c)(3).*
- 4.2 Each Party shall be solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.
- 4.3 CLEC's use of any AT&T-21STATE UNE, or of its own equipment or facilities in conjunction with any AT&T-21STATE UNE, must not materially interfere with or impair service over any facilities of AT&T-21STATE, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written Notice and opportunity to cure, AT&T-21STATE may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the UNE(s) causing the violation.
- 4.4 Where processes for any UNE provided pursuant to this Agreement, whether alone or in conjunction with any other UNE(s) or service(s), are not already in place, AT&T-21STATE will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable change management guidelines found on AT&T CLEC Online website.
- 4.5 Performance of UNEs:
- 4.6 Each UNE will be provided in accordance with AT&T-21STATE technical publications or other written descriptions, if any, as changed from time to time by AT&T-21STATE at its sole discretion.
- 4.6.1 Nothing in this Attachment shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise or to otherwise change and/or modify its network including, without limitation, through the retirement and/or replacement of equipment, software or otherwise. Each Party agrees to comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R. §§ 51.325 through 51.335, as such rules maybe amended from time to time (the "Network Disclosure Rules").
- 4.6.2 AT&T-21STATE may elect to conduct upgrades or conversions for the improvement of its network or systems. During such upgrades or conversions, CLEC orders for UNEs from affected Wire Center(s) may be suspended for a period of a few days prior and one (1) day after the upgrade or conversion date, consistent with the suspension AT&T-21STATE places on itself for orders from its End Users and other CLEC's End Users.
- 4.6.3 CLEC will be solely responsible, at its own expense, for the overall design of its Telecommunications Services and for any redesigning or rearrangement of its Telecommunications Services that may be

required because of changes in facilities, operations, or procedure of AT&T-21STATE minimum network protection criteria, or operating or maintenance characteristics of the facilities.

- 4.6.4 ***AT&T-21STATE shall not tamper with or convert an in-service UNE provided to CLEC for its own benefit or business purposes or for its own customers and/or substitute another UNE in its place. INTENTIONALLY LEFT BLANK.***

4.7 Conditions for Access to UNEs:

- 4.7.1 **INTENTIONALLY LEFT BLANK. CLEC cannot use a UNE (whether on a stand-alone basis, in combination with other UNEs, or otherwise), with a network element possessed by CLEC (or otherwise) to provide service to itself, or for other administrative purpose(s).**
- 4.7.2 CLEC may not access UNEs for the exclusive provision of mobile wireless services, or long distance services or interexchange services.
- 4.7.3 Other conditions to accessing and using any UNE (whether on a stand-alone basis, in combination with other UNEs, with a network element possessed by CLEC, or otherwise) may be applicable under effective FCC rules. Associated and effective FCC and judicial orders shall also apply.
- 4.7.4 AT&T-21STATE shall provide Access to UNEs without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.
- 4.7.5 Reference Attachment 12 - Collocation for methods of access to and/or Interconnection with AT&T-21STATE 251(c)(3) UNEs.

5.0 **Cross-Connects/Central Office Channel Interfaces (COCI)**

- 5.1.1 In the AT&T-21STATE Premises where CLEC is either Physically Collocated (e.g., in a caged, cageless or shared cage arrangement) or Virtually Collocated (see Attachment 12 - Collocation), AT&T-21STATE will extend AT&T-21STATE 251(c)(3) UNEs via-cross connects to CLEC's Physical or Virtual Collocation Point of Termination (POT), within the same AT&T-21STATE Premises where the 251(c)(3) UNEs are located.
- 5.1.2 AT&T-21STATE will provide cross-connects at the rates, terms, and conditions set forth in the Pricing Schedule.
- 5.1.2.1 CLEC shall be responsible for initial testing and trouble sectionalization of facilities containing CLEC installed cross connects.
- 5.1.2.2 CLEC shall refer trouble sectionalized in the AT&T-21STATE 251(c)(3) UNE to AT&T-21STATE's Maintenance Center.
- 5.1.3 In the AT&T SOUTHEAST REGION 9-STATE when UNEs are connected to Multiplexer, COCI will be used. COCI rates, terms and conditions are set forth in the Pricing Schedule.

6.0 **New Combinations, Conversions, Commingling and EELs**

6.1 New Combinations Involving UNEs:

- 6.1.1 Subject to the provisions hereof and upon CLEC request, AT&T-21STATE shall meet its combining obligations involving UNEs as to the extent required by FCC rules and orders.
- 6.1.2 To the extent CLEC requests a combination for which AT&T-21STATE does not have methods and procedures in place to provide such combination, rates and/or methods or procedures for such combination may be developed pursuant to the Bona Fide Request (BFR) process described in Attachment 08 - Bona Fide Request. Where electronic ordering is not available, manual ordering shall be used.
- 6.1.2.1 AT&T-21STATE will charge CLEC the applicable recurring and nonrecurring charges for each individual UNE and/or combinations as set forth in the Pricing Schedule.
- 6.1.3 Without affecting the other provisions hereof, the UNE combining obligations referenced in this Section apply only in situations where each of the following is met:
- 6.1.3.1 it is technically feasible, including that network reliability and security would not be impaired;
- 6.1.3.2 AT&T-21STATE's ability to retain responsibility for the management, control, and performance of its network would not be impaired;
- 6.1.3.3 AT&T-21STATE would not be placed at a disadvantage in operating its own network;

- 6.1.3.4 it would not undermine the ability of other Telecommunications Carriers to obtain access to 251(c)(3) UNEs or to Interconnect with AT&T-21STATE's network; and
- 6.1.3.5 CLEC is unable to make the combination itself.
- 6.1.4 For purposes of Section 6.1.3.5 above and without limiting other instances in which CLEC may be able to make a combination itself, CLEC is deemed able to make a combination itself when the UNE(s) sought to be combined are available to CLEC, including without limitation on/at an AT&T-21STATE Premise, as defined in the Attachment 12 - Collocation. CLEC shall be entitled to a combination under this provision if its inability to combine is a result of not having collocation in any AT&T-21STATE Premise where the combination has been requested, even if such collocation is available to CLEC.
- 6.2 Conversion of Wholesale Services to 251(c)(3) UNE/UNE Combinations Or 251(c)(3) UNE/UNE Combinations to Wholesale Services:
 - 6.2.1 Upon request, AT&T-21STATE shall convert a wholesale service, or group of wholesale services, to the equivalent UNE/UNE combinations that is/are available to CLEC pursuant to Section 251(c)(3) of the Act and under this Agreement, or convert UNE/UNE combination(s) that is/are available to CLEC pursuant to Section 251(c)(3) of the Act and under this Agreement to an equivalent wholesale service or group of wholesale services offered by AT&T-21STATE (collectively "Conversion").
 - 6.2.2 A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between CLEC and AT&T-21STATE.
 - 6.2.3 AT&T-21STATE will not require physical rearrangements if the Conversion can be completed through record changes only. Any change from a wholesale service/group of wholesale services to a 251(c)(3) UNE/UNE combination(s), or from a 251(c)(3) UNE/UNE combination(s) to a wholesale service/group of wholesale services that require a physical rearrangement will not be considered a Conversion for purposes of this Agreement.
 - 6.2.4 Orders for Conversions will be handled in accordance with the guidelines posted on AT&T CLEC Online website.
 - 6.2.5 Where processes for the Conversion requested pursuant to this Attachment are not already in place, the Parties will comply with any applicable change management or CLEC User Forum guidelines.
 - 6.2.6 If CLEC does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular Conversion of a wholesale service, or group of wholesale services, to the equivalent 251(c)(3) UNE, or combination of 251(c)(3) UNEs, CLEC shall not request such Conversion or continue using such 251(c)(3) UNE or 251(c)(3) UNEs that result from such Conversion. To the extent CLEC fails to meet (including ceases to meet) the eligibility criteria applicable to a 251(c)(3) UNE or combination of 251(c)(3) UNEs, AT&T-21STATE may convert the 251(c)(3) UNE or 251(c)(3) UNE combination to the equivalent wholesale service or group of wholesale services, upon **one hundred eighty (180) days thirty (30) days** written Notice to CLEC.
 - 6.2.6.1 This Section applies to any 251(c)(3) UNE or combination of 251(c)(3) UNEs, including whether or not such 251(c)(3) UNE or combination of 251(c)(3) UNEs had been previously converted from an AT&T-21STATE service.
 - 6.2.6.2 AT&T-21STATE may exercise its rights provided for hereunder and those allowed by law to ensure compliance with any applicable eligibility criteria.
 - 6.2.7 Conversion Pricing:
 - 6.2.7.1 AT&T-21STATE shall charge the applicable non-recurring service order charge and applicable switch-as-is rates as set forth in the Pricing Schedule, for Conversions to specific UNE/UNE Combinations. AT&T-21STATE shall also charge the applicable non-recurring service order charge and applicable switch-as-is rates, as set forth in the Pricing Schedule, when converting from UNE/UNE combinations.
- 6.3 Commingling:
 - 6.3.1 Commingling is not permitted, nor is AT&T-21STATE required to perform the functions necessary to Commingle, where the Commingled Arrangement (i) is not technically feasible, including that network

reliability and security would be impaired; or (ii) would impair AT&T-21STATE's ability to retain responsibility for the management, control, and performance of its network; or (iii) would place AT&T-21STATE at a disadvantage in operating its own network; or (iv) would undermine the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with AT&T-21STATE's network.

6.3.2 Where processes for any Commingling requested pursuant to this Agreement (including, by way of example, for existing services sought to be converted to a Commingled Arrangement) are not already in place, AT&T-21STATE will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable change management or CLEC User Forum (CUF) guidelines and/or will be developed pursuant to the BFR process.

6.3.3 INTENTIONALLY LEFT BLANK.

6.3.4 Except as provided in Section 6.3 above and, further, subject to the other provisions of this Agreement, AT&T-21STATE shall permit CLEC to Commingle a UNE or a combination of UNEs with facilities or services obtained at wholesale from AT&T-21STATE to the extent required by effective FCC rules and associated and effective FCC and judicial orders.

6.3.5 Upon request, and subject to Section 6, AT&T-21STATE shall perform the functions necessary to Commingle a 251(c)(3) UNE or a combination of 251(c)(3) UNEs with one (1) or more facilities or services that CLEC has obtained at wholesale from AT&T-21STATE (as well as requests where CLEC also wants AT&T-21STATE to complete the actual Commingling), except that AT&T-21STATE shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if the CLEC is able to perform those functions itself without purchasing new collocations from AT&T-21STATE.

6.3.6 INTENTIONALLY LEFT BLANK.

6.3.7 For purposes of Section 6.3.1 above and without limiting other instances in which CLEC may be able to Commingle for itself, CLEC is deemed able to Commingle for itself when the UNE(s), UNE combination, and facilities or services obtained at wholesale from AT&T-21STATE are available to CLEC at the CLEC's Collocation Arrangement. For Collocation terms and conditions see Attachment 12 – Collocation.

6.3.8 AT&T-21STATE has developed a list of Commingled Arrangements that will be available for ordering. This list is posted on AT&T's CLEC Online website.

6.3.8.1 Any request by CLEC for a Commingled Arrangement not included in such list may be made via Attachment 08 - Bona Fide Request. In any such BFR, CLEC must designate among other things the 251(c)(3) UNE(s), combination of 251(c)(3) UNEs, and the facilities or services that CLEC has obtained at wholesale from AT&T-21STATE sought to be Commingled and the needed location(s), the order in which such 251(c)(3) UNEs, such combinations of 251(c)(3) UNEs, and such facilities and services are to be Commingled, and how each connection (e.g., cross-connected) is to be made between them.

6.3.9 AT&T-21STATE will charge the appropriate recurring and non-recurring rates as identified in the Pricing Schedule. AT&T-21STATE shall charge the appropriate non-recurring rates as set forth in the Pricing Schedule(s) applicable to the 251(c)(3) UNEs (or 251(c)(3) UNE combinations) that are Commingled on a 251(c)(3) UNE-by-251(c)(3) UNE basis, and for the facilities and services that are Commingled (under this Section 6.3 above) on a facility-by-facility, service-by-service basis, including without limitation for the type of service and activity being requested to create the Commingled Arrangement.

6.3.10 AT&T-21STATE shall not be required to, and shall not, provide Ratcheting as a result of Commingling or a Commingled Arrangement. AT&T-21STATE shall be required, in such instances, to bill the UNE portion(s) of such Commingled arrangements at the prices set forth in this agreement.

6.4 Mandatory Eligibility Criteria for Access to Certain UNEs

6.4.1 Except as provided below in this Section or elsewhere in the Agreement and subject to this Section and Section 6.2 above, Conversion of Wholesale Services to 251(c)(3) UNEs, of this Attachment, AT&T-21STATE shall provide access to 251(c)(3) UNEs and combinations of 251(c)(3) UNEs without regard to whether the CLEC seeks access to the 251(c)(3) UNEs to establish a new circuit or to convert an existing circuit from a wholesale service to 251(c)(3) UNEs.

- 6.4.2 AT&T-21STATE is not obligated, and shall not, provide access to (1) an unbundled DS1 UNE Loop in combination, or Commingled, with a DS1 UDT facility or service or a DS3 or higher UDT facility or service, or an unbundled DS3 UNE Loop in combination, or Commingled, with a DS3 or higher UDT facility or service, or (2) an unbundled DS1 UDT facility in combination, or Commingled, with an unbundled DS1 UNE Loop or a DS1 channel termination service, or to an unbundled DS3 UDT facility in combination, or Commingled, with an unbundled DS1 UNE Loop or a DS1 channel termination service, or to an unbundled DS3 UNE Loop or a DS3 or higher channel termination service (collectively, the "Included Arrangements"), unless CLEC certifies that all of the following conditions are met with respect to the arrangement being sought:
- 6.4.2.1 The following criteria are satisfied for each Included Arrangement, including without limitation each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL:
- 6.4.2.1.1 Each circuit to be provided to each End User will be assigned a local telephone number (NPA-NXX-XXXX) that is associated with local service provided within an AT&T-21STATE local service area and within the LATA where the circuit is located ("Local Telephone Number"), prior to the provision of service over that circuit (and for each circuit, CLEC will provide the corresponding Local Telephone Number(s) as part of the required certification); and
- 6.4.2.1.2 Each DS1-equivalent circuit on a DS3 EEL or on any other Included Arrangement, must have its own Local Telephone Number assignment, so that each DS3 must have at least twenty-eight (28) Local voice Telephone Numbers assigned to it; and
- 6.4.2.1.3 Each circuit to be provided to each End User will have 911 or E911 capability prior to the provision of service over that circuit; and
- 6.4.2.1.4 Each circuit to be provided to each End User will terminate in a Collocation arrangement that meets the requirements of Section 6.4.3 below of this Attachment; and
- 6.4.2.1.5 Each circuit to be provided to each End User will be served by an Interconnection Trunk that meets the requirements of Section 6.4.4 below of this Attachment; and
- 6.4.2.1.6 For each twenty-four (24) DS1 EELs, or other facilities having equivalent capacity, CLEC will have at least one active DS1 local service interconnection Trunk that meets the requirements of Section 6.4.4 below of this Attachment; and
- 6.4.2.1.7 Each circuit to be provided to each End User will be served by a switch capable of providing local voice traffic.
- 6.4.2.1.8 AT&T-21STATE shall not be required to provide, and shall not provide, any 251(c)(3) UNE Combination of a 251(c)(3) UNE Local Loop and UDT at DS1 or higher (whether as a UNE Combination by themselves, with a network element possessed by CLEC, or pursuant to Commingling, or whether as a new arrangement or from a Conversion of an existing service/circuit) that does not terminate to a Collocation arrangement that meets the requirements of Section 6.4.3 below of this Attachment.
- 6.4.3 A Collocation arrangement meets the requirements of Section 6.4 above of this Attachment if it is:
- 6.4.3.1 Established pursuant to Section 251(c)(6) of the Act and located at AT&T-21STATE Premises within the same LATA as the End User's premises, when AT&T-21STATE is not the Collocator; or
- 6.4.3.2 Located at a Third Party's premises within the same LATA as the End User's premises, when AT&T-21STATE is the Collocator.
- 6.4.4 An Interconnection Trunk meets the requirements of Section 6.4.2.1.5 above and Section 6.4.2.1.6 above of this Attachment if CLEC will transmit the calling party's local telephone number in connection with calls exchanged over the Trunk, and the Trunk is located in the same LATA as the End User premises served by the Included Arrangement.

- 6.4.5 For a new circuit to which Section 6.4.2 above applies, CLEC may initiate the ordering process if CLEC certifies that it will not begin to provide any service over that circuit until a local telephone number is assigned and 911/E911 capability is provided, as required by Section 6.4.2.1.1 above and Section 6.4.2.1.3 above respectively. In such case, CLEC shall satisfy Section 6.4.2.1.1 above and/or Section 6.4.2.1.3 above if it assigns the required Local Telephone Number(s), and implements 911/E911 capability, within thirty (30) calendar days after AT&T-21STATE provisions such new circuit. CLEC must provide AT&T-21STATE with sufficient proof that such assignment and/or implementation has occurred by the end of such thirtieth (30th) day. Disclosure of the telephone number(s) assigned and implementation of 911 and E911 capability shall constitute adequate proof.
- 6.4.5.1 Section 6.4.5 above does not apply to existing circuits to which Section 6.4.2 above applies, including Conversions or migrations (e.g., CLEC shall not be excused from meeting the Section 6.4.2.1.1 above and Section 6.4.2.1.3 above requirements for existing circuits at the time it initiates the ordering process).
- 6.4.6 CLEC hereby agrees that by submitting an order to AT&T-21STATE for an Included Arrangement (whether new, as a result of a requested Conversion, or otherwise), CLEC is certifying that it meets and will continue to meet the requirements of Section 6.4 above as to such Included Arrangement(s) on a circuit-by-circuit/service-by-service/Included Arrangement-by-Included Arrangement basis. Such certification-by-order shall have the same weight and effect as a separate certification, and certification-by-order shall not diminish or otherwise affect CLEC's obligation to meet and to continue to comply with the criteria or certification requirements set forth in this Section.
- 6.4.6.1 If the information previously provided in a certification is inaccurate (or ceases to be accurate), CLEC shall update such certification promptly with AT&T-21STATE.
- 6.4.7 In addition to any other audit rights provided for this Agreement and those allowed by law, AT&T-21STATE may obtain and pay for an independent auditor to audit CLEC, on an annual basis, applied on a State-by-State basis, for compliance with this Section. For purposes of calculating and applying an "annual basis", it means a consecutive twelve (12) month period for each individual State, beginning upon AT&T-21STATE's written Notice that an audit will be performed for that State, subject to Section 6.4.7.4 below.
- 6.4.7.1 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an "examination engagement" and issue an opinion regarding CLEC's compliance with the qualifying service eligibility criteria.
- 6.4.7.2 The independent auditor's report will conclude whether CLEC complied in all material respects with this Section 6.4 above.
- 6.4.7.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically includes an examination of a sample selected in accordance with the independent auditor's judgment.
- 6.4.7.4 To the extent the independent auditor's report concludes that CLEC failed to comply with this Section 6.4 above, CLEC must true-up any difference in payments beginning from the date that the non-compliant circuit was established as a 251(c)(3) UNE/UNE Combination, in whole or in part (notwithstanding any other provision hereof), CLEC must convert the 251(c)(3) UNE or 251(c)(3) UNE Combination, or Commingled Arrangement, to an equivalent or substantially similar wholesale service, or group of wholesale services, (and AT&T-21STATE may initiate and affect such a conversion on its own without any further consent by CLEC), and CLEC shall timely make the correct payments on a going-forward basis, and all applicable remedies for failure to make such payments shall be available to AT&T-21STATE. In no event shall rates set under Section 252(d)(1) of the Act apply for the use of any 251(c)(3) UNE for any period in which CLEC does not meet the conditions set forth in this Section 6.4 above for that 251(c)(3) UNE, arrangement, or circuit, as the case may be. Also, the "annual basis" calculation and application shall be immediately reset, (e.g., AT&T-21STATE shall not have to wait the remaining part of the consecutive twelve (12) month period before it is permitted to audit again in that state).

- 6.4.7.4.1 To the extent that the independent auditor's report concludes that CLEC failed to comply in all material respects with this Section 6.4 above, CLEC must reimburse AT&T-21STATE for the cost of the independent auditor and for AT&T-21STATE's costs in the same manner and using the same methodology and rates that AT&T-21STATE is required to pay CLEC's costs under Section 6.4.7.4.2 below.
- 6.4.7.4.2 To the extent the independent auditor's report concludes that the CLEC complied in all material respects with this Section 6.4 above, AT&T-21STATE must reimburse CLEC for its reasonable staff time and other reasonable costs associated in responding to the audit (e.g., collecting data in response to the auditor's inquiries, meeting for interviews, etc.).
- 6.4.7.5 CLEC will maintain the appropriate documentation to support its eligibility certifications including, without limitation, call detail records, local telephone number assignment documentation, and switch assignment documentation.
- 6.4.8 Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, CLEC shall fully comply with this Section in all cases and, further, the failure of AT&T-21STATE to require such compliance, including if AT&T-21STATE provides a circuit(s), an EEL(s), or a Commingled circuit, that does not meet any eligibility criteria, including those in this Section, shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

7.0 Network Interface Device (NID)

- 7.1.1 Subject to Section 3.0 above of this Attachment, AT&T-21STATE shall provide unbundled access to the Unbundled Network Interface Device (NID) under the following terms and conditions in this subsection.
- 7.1.2 The Maintenance and control of the End User's inside wiring (on the End User's side of the UNE NID) is under the control of the End User. Conflicts between telephone service providers for access to the End User's inside wire must be resolved by the End User. Pursuant to applicable FCC rules, AT&T-21STATE offers nondiscriminatory access to the NID on an unbundled basis to CLEC for the provision of a Telecommunications Service.
- 7.1.3 AT&T-21STATE will permit CLEC to connect its UNE Loop facilities to an End User's premises wiring through AT&T-21STATE's NID, or at any other technically feasible point.
- 7.1.4 Any repairs required as a result of action by the end user customer, upgrade and rearrangements to the NID required by CLEC will be performed by AT&T-21STATE based on Time and Material charges. AT&T-21STATE, at the request of CLEC, will disconnect the AT&T-21STATE UNE Loop from the NID at charges reflected in the Pricing Schedule.
- 7.1.5 With respect to multiple dwelling units or multiple-unit business premises, CLEC will connect directly with the End User's premises wire, or may connect with the End User's premises wire via AT&T-21STATE's NID where necessary.
- 7.1.6 The AT&T-21STATE NIDs that CLEC uses under this Attachment will be existing NIDs installed by AT&T-21STATE to serve its End Users.
- 7.1.7 CLEC shall not attach to or disconnect AT&T-21STATE's ground. CLEC shall not cut or disconnect AT&T-21STATE's UNE Loop from the NID and/or its protector. CLEC shall not cut any other leads in the UNE NID.
- 7.1.8 CLEC, when it has constructed its own NID at a premises and needs only to make contact with AT&T-21STATE's NID, can disconnect the End User's wiring from AT&T-21STATE's NID and reconnect it to CLEC's NID.

8.0 UNE Loop

- 8.1.1 Subject to Section 3.0 above of this Attachment, AT&T-21STATE shall provide unbundled access to UNE Loops under the terms and conditions in this subsection.
- 8.1.2 Consistent with the applicable FCC rules, AT&T-21STATE will make available the UNE Loops set forth herein below between a distribution frame (or its equivalent) in an AT&T-21STATE central office and the

- UNE Loop demarcation point at an End User premises. The Parties acknowledge and agree that AT&T-21STATE shall not be obligated to provision any of the UNE Loops provided for herein to cellular sites or to any other location that does not constitute an End User premises. Where applicable, the UNE Loop includes all wire within multiple dwelling and tenant Buildings and campuses that provides access to End User premises wiring, provided such wire is owned and controlled by AT&T-21STATE. The UNE Loop includes, but is not limited to copper UNE Loops (two-wire and four-wire analog voice-grade copper UNE Loops, digital copper UNE Loops [e.g., DS0s and integrated services digital network (ISDN) lines]), as well as two-wire and four-wire copper UNE Loops conditioned, at CLEC's request and subject to charges, to transmit the digital signals needed to provide digital subscriber line services, DS1 Digital UNE Loops (where they have not been Declassified and subject to Caps set forth in Section 8.1.3.4.4 below) and DS3 Digital UNE Loops (where they have not been Declassified and subject to Caps set forth in Section 8.1.3.5.4 below) where such UNE Loops are deployed and available in AT&T-21STATE Wire Centers. CLEC agrees to operate each UNE Loop type within applicable technical standards and parameters.
- 8.1.2.1 When a UNE Local Loop is ordered to a high voltage area, the Parties understand and agree that such UNE Loop will require High Voltage Protective Equipment (HVPE) (e.g., a positron), to ensure the safety and integrity of the network, the Parties' employees and/or representatives, and CLEC's End User. Therefore, any request by CLEC for a UNE Loop to a high voltage area will be submitted by CLEC to AT&T-21STATE via the BFR process set forth in Attachment 08 – Bona Fide Request, and CLEC shall be required to pay AT&T-21STATE for any HVPE that is provisioned by AT&T-21STATE to CLEC in connection with CLEC's UNE Local Loop order to the high voltage area.
- 8.1.3 The following types of UNE Loops will be provided at the rates, terms, and conditions set forth in this Attachment or Pricing Schedule.
- 8.1.3.1 AT&T-21STATE 2-Wire Analog UNE Loop (Unbundled Voice Loop)
- 8.1.3.1.1 2-Wire Analog UNE Loop is a transmission facility that supports analog voice frequency, voice band services with UNE Loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.
- 8.1.3.1.2 If CLEC requests one (1) or more 2-Wire Analog UNE Loops serviced by Integrated Digital Loop Carrier (IDLC), AT&T-21STATE will, where available, move the requested UNE Loop(s) to a spare, existing all-copper UNE Local Loop at no additional charge to CLEC. If, however, no spare UNE Local Loop is available, as defined above, AT&T-21STATE will notify CLEC of the lack of available facilities.
- 8.1.3.2 AT&T-21STATE 4-Wire Analog UNE Loop
- 8.1.3.2.1 A 4-Wire Analog UNE Loop is a transmission facility that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire Analog UNE Loop provides separate transmits and receive paths.
- 8.1.3.3 AT&T-21STATE 2-Wire Digital UNE Loop/2-Wire ISDN
- 8.1.3.3.1 A 2-Wire Digital UNE Loop is a transmission facility that supports Basic Rate ISDN (BRI) digital exchange services and will be provisioned according to industry standards.
- 8.1.3.4 AT&T-21STATE DS1 Digital UNE Loop
- 8.1.3.4.1 A DS1 Digital UNE Loop is a transmission facility that will support DS1 service including Primary Rate ISDN (PRI). The DS1 Digital UNE Loop supports usable bandwidth up to 1.544 Mbps.
- 8.1.3.4.2 DS1 Digital UNE Loops will be offered and/or provided only where such UNE Loops have not been Declassified.
- 8.1.3.4.3 The procedures set forth in Section 8.1.4.1 below will apply in the event DS1 Digital UNE Loops are or have been Declassified.
- 8.1.3.4.4 DS1 UNE Loop "Caps" – AT&T-21STATE is not obligated to provide to CLEC more than ten (10) DS1 Digital UNE Loops to any single Building in which DS1 Digital

UNE Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Digital UNE Loops once CLEC has already obtained ten DS1 Digital UNE Loops at the same Building. If, notwithstanding this Section, CLEC submits such an order, at AT&T-21STATE's option it may accept or reject the order, **but convert any requested DS1 Digital UNE Loop(s) in excess of the Cap to Special Access; applicable Special Access charges will apply to CLEC for such DS1 Digital UNE Loop(s) as of the date of provisioning.** *If AT&T-21STATE accepts an order and installs the service, then it must follow the conversion process in this provision prior to billing for the circuit as special access. Prior to conversion of a CLEC circuit to Special Access, AT&T-21STATE shall notify CLEC in writing and CLEC shall then have 30 days in which to transition or disconnect the circuit prior to conversion by AT&T-21STATE or to invoke the dispute resolution process in this agreement if it believes that AT&T is not entitled to the conversion.*

8.1.3.5 AT&T-21STATE DS3 Digital UNE Loop

8.1.3.5.1 A DS3 Digital UNE Loop provides a digital, 45 Mbps transmission facility from an AT&T-21STATE central office to an End User's premises.

8.1.3.5.2 DS3 Digital UNE Loops will be offered and/or provided only where such UNE Loops have not been Declassified.

8.1.3.5.3 The procedures set forth in Section 8.1.4.2 below will apply in the event DS3 Digital UNE Loops are or have been Declassified.

8.1.3.5.4 DS3 UNE Loop "Caps" – AT&T-21STATE is not obligated to provide to CLEC more than one (1) DS3 Digital UNE Loop per requesting carrier to any single Building in which DS3 Digital UNE Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Digital UNE Loops once CLEC has already obtained one DS3 Digital UNE Loop at the same Building. If, notwithstanding this Section, CLEC submits such an order, at AT&T-21STATE's option it may accept or reject the order, **but convert any requested DS3 Digital UNE Loop(s) in excess of the Cap to Special Access; applicable Special Access charges will apply to CLEC for such DS3 Digital UNE Loop(s) as of the date of provisioning.** *If AT&T-21STATE accepts an order and installs the service, then it must follow the conversion process in this provision prior to billing for the circuit as special access. Prior to conversion of a CLEC circuit to Special Access, AT&T-21STATE shall notify CLEC in writing and CLEC shall then have 30 days in which to transition or disconnect the circuit prior to conversion by AT&T-21STATE or to invoke the dispute resolution process in this agreement if it believes that AT&T is not entitled to the conversion.*

8.1.3.6 FTTH/FTTC Loops

8.1.3.6.1 In new build (i.e., greenfield) areas, AT&T-21STATE is not required to provide access to any FTTH/FTTC Loops on an unbundled basis when AT&T-21STATE deploys any such Loop to a residential unit that previously has not been served by any Loop facility.

8.1.3.6.2 In Overbuild situations where AT&T-21STATE has deployed a FTTH or FTTC Loop parallel to, or in replacement of, an existing copper Loop facility and has not retired the copper Loop pursuant to 47 C.F.R § 51.319(a)(3)(iv), AT&T-21STATE is not required to provide access to any FTTH/FTTC Loops on an unbundled basis when AT&T-21STATE has deployed any such Loop parallel to, or in replacement of an existing copper Loop facility, except that:

- 8.1.3.6.2.1 AT&T-21STATE will maintain the existing copper Loop connected to the particular End User's premises after deploying the FTTH/FTTC Loop and provide nondiscriminatory access to that copper Loop on an unbundled basis, unless AT&T-21STATE retires the copper Loop pursuant to 47 C.F.R. § 51.319(a)(3)(iv).
 - 8.1.3.6.2.2 When AT&T-21STATE maintains the existing copper Loops pursuant to 47 C.F.R. § 51.319(a)(3)(iii)(A), AT&T-21STATE need not incur any expenses to ensure that the existing copper Loop remains capable of transmitting signals prior to receiving a request for access pursuant to that section, in which case AT&T-21STATE shall restore the copper Loop to serviceable condition upon request.
 - 8.1.3.6.2.3 AT&T-21STATE may retire copper Loops that have been replaced with FTTH/FTTC facilities using the FCC's network disclosure requirements as set forth in Section 251(c)(5) of the Act and in §§ 51.325 through 51.335 and any applicable state requirements.
 - 8.1.3.6.2.4 If AT&T-21STATE retires the copper loop pursuant to this Section, AT&T-21STATE shall provide nondiscriminatory access to one 64 kilobits per second transmission path capable of voice grade service over the fiber-to-the-home loop or fiber-to-the-curb loop on an unbundled basis on the same rates and terms applicable under the Agreement to a 2-Wire Voice Grade Loop to the same premises where such a loop is available.
- 8.1.4 Declassification Procedure
- 8.1.4.1 DS1 UNE Digital Loop – Subject to the Cap described in Section 8.1.3.4.4 above, AT&T-21STATE shall provide CLEC with access to a DS1 UNE Digital Loop, where available, to any Building not served by a Wire Center with sixty thousand (60,000) or more business lines and four (4) or more fiber-based Collocators. Once a Wire Center exceeds these thresholds, no future DS1 Digital Loop unbundling will be required in that Wire Center, or any Buildings served by that Wire Center, and DS1 Digital UNE Loops in that Wire Center, or any Buildings served by that Wire Center, shall be Declassified and no longer available as UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 UNE Digital UNE Loops in such Wire Center(s), or any Buildings served by such Wire Center(s).
 - 8.1.4.2 DS3 Digital UNE Loop – Subject to the Cap described in Section 8.1.3.5.4 above, AT&T-21STATE shall provide CLEC with access to a DS3 UNE Digital UNE Loop, where available, to any Building not served by a Wire Center with at least 38,000 business lines and at least four (4) fiber-based Collocators. Once a Wire Center exceeds these thresholds, no future DS3 Digital UNE Loop unbundling will be required in that Wire Center, or any Buildings served by that Wire Center, and DS3 Digital UNE Loops in that Wire Center, or any Buildings served by that Wire Center, shall be Declassified, and no longer available as UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 UNE Digital UNE Loops in such Wire Center(s), or any Buildings served by such Wire Center(s).
 - 8.1.4.3 Effect on Embedded Base – Upon Declassification of DS1 Digital UNE Loops and/or DS3 Digital UNE Loops already purchased by CLEC as UNEs under this Agreement, AT&T-21STATE will provide written Notice to CLEC of such Declassification and proceed in accordance with Sections 14.0 below 15.0 below, and 16.0 below.
 - 8.1.4.3.1 Products provided by AT&T-21STATE in conjunction with such UNE Loops (e.g., cross-connects) shall also be subject to re-pricing under this Section and Section 14.0 below where such UNE Loops are Declassified.
 - 8.1.4.4 The Parties agree that activity by AT&T-21STATE under this Section shall not be subject to the Network Disclosure Rules.

- 8.1.4.5 Declassification under this section may be subject to state Commission supervision, and the effective date of such declassification may be determined by the Commission, if they choose to open a proceeding to evaluate the proposed declassification.

9.0 UNE DS1 and DS3 Dedicated Transport

- 9.1 Subject to Section 3.0 above of this Attachment, AT&T-21STATE shall provide DS1 (1.544 Mbps) and DS3 (44.736 Mbps) UDT under the following terms and conditions in this subsection.
- 9.2 For purposes of this Agreement, AT&T-21STATE is not obligated to provide CLEC with unbundled access to DS1/DS3 UDT that does not connect a pair of AT&T-21STATE Wire Centers.
- 9.3 AT&T-21STATE will be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide DS1/DS3 UDT.
- 9.4 Subject to the Caps set forth in Section 9.1.6.2 below and Section 9.1.6.3 below, DS1/DS3 UDT will be provided only where such facilities exist at the time of CLEC request, and only over Routes that are not or have not been Declassified.
- 9.5 INTENTIONALLY LEFT BLANK.
- 9.6 DS1 and DS3 UDT includes, as follows:
- 9.6.1 **INTENTIONALLY LEFT BLANK. Multiplexing – an option ordered in conjunction with DS1 or DS3 UDT that converts a circuit from higher to lower bandwidth, or from digital to voice grade. Multiplexing is only available when ordered at the same time as DS1 or DS3 UDT and at the rates set forth in the Pricing Schedule.**
- 9.6.2 DS3 UDT Caps – AT&T-21STATE is not obligated to provide to CLEC more than twelve (12) DS3 UDT circuits on each Route on which DS3 Dedicated Transport has not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Dedicated Transport once CLEC has already obtained twelve DS3 UDT circuits on the same Route. If, notwithstanding this Section, CLEC submits such an order, at AT&T-21STATE's option, it may accept or reject the order, but convert any requested DS3 UDT in excess of the Cap to Special Access; applicable Special Access charges will apply to CLEC for such DS3 Dedicated Transport circuits as of the date of provisioning. *If AT&T-21STATE accepts an order and installs the service, then it must follow the conversion process in this provision prior to billing for the circuit as special access. Prior to conversion of a CLEC circuit to Special Access, AT&T-21STATE shall notify CLEC in writing and CLEC shall then have 30 days in which to transition or disconnect the circuit prior to conversion by AT&T-21STATE or to invoke the dispute resolution process in this agreement if it believes that AT&T is not entitled to the conversion.*
- 9.6.3 DS1 UDT Caps - AT&T-21STATE is not obligated to provide to CLEC more than ten (10) DS1 251(c)(3) UDT circuits on each route on which DS1 Dedicated Transport has not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Dedicated Transport once CLEC has already obtained ten DS1 251(c)(3) UDT circuits on the same route. If, notwithstanding this Section, CLEC submits such an order, at AT&T-21STATE's option it may accept the order, but convert any requested DS1 251(c)(3) UDT in excess of the Cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS1 Dedicated Transport circuits as of the date of provisioning. *If AT&T-21STATE accepts an order and installs the service, then it must follow the conversion process in this provision prior to billing for the circuit as special access. Prior to conversion of a CLEC circuit to Special Access, AT&T-21STATE shall notify CLEC in writing and CLEC shall then have 30 days in which to transition or disconnect the circuit prior to conversion by AT&T-21STATE or to invoke the dispute resolution process in this agreement if it believes that AT&T is not entitled to the conversion.*
- 9.7 Declassification Procedure
- 9.7.1 Wire Center "Tiers" – For purposes of Sections 9.0 above and 10.0 below Wire Centers are classified into three "tiers" as follows:
- 9.7.1.1 Tier 1 Wire Centers are those AT&T-21STATE Wire Centers that contain at least four (4) fiber-based Collocators, at least 38,000 business lines, or both. Tier 1 Wire Centers also are those

AT&T-21STATE tandem switching locations that have no Line-Side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLEC. Once a Wire Center is determined to be a Tier 1 Wire Center, that Wire Center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.

- 9.7.1.2 Tier 2 Wire Centers are those AT&T-21STATE Wire Centers that are not Tier 1 Wire Centers, but contain at least three (3) fiber-based Collocators, at least 24,000 business lines, or both. Once a Wire Center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.
- 9.7.1.3 Tier 3 Wire Centers are those AT&T-21STATE Wire Centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.
- 9.7.2 DS1 Dedicated Transport Declassification
 - 9.7.2.1 Subject to the Cap described in Section 9.1.6.3 above AT&T-21STATE shall provide CLEC with access to DS1 UDT on Routes, except Routes where both Wire Centers defining the Route are Tier 1 Wire Centers. As such, AT&T-21STATE must provide UNE DS1 Dedicated Transport under this Agreement only if a Wire Center at either end of a requested Route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire Center, or if otherwise required by current law or regulation to provide the Dedicated Transport. Nothing herein shall be construed to limit CLEC's ability to obtain Dedicated Transport in a more restrictive manner than the limits set by law or regulation. DS1 Dedicated Transport circuits on Routes between Tier 1 Wire Centers are Declassified and no longer available as UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 UNE Dedicated Transport on such Route(s).
- 9.7.3 DS3 Dedicated Transport Declassification
 - 9.7.3.1 Subject to the Cap described in 9.1.6.1 above, AT&T-21STATE shall provide CLEC with access to DS3 UDT, except on Routes where both Wire Centers defining the Route are either Tier 1 or Tier 2 Wire Centers. As such, AT&T-21STATE must provide DS3 UDT under this Agreement only if a Wire Center on either end of the requested Route is a Tier 3 Wire Center, or if otherwise required by current law or regulation to provide the Dedicated Transport. Nothing herein shall be construed to limit CLEC's ability to obtain Dedicated Transport in a more restrictive manner than the limits set by law or regulation. If both Wire Centers defining a requested Route are either Tier 1 or Tier 2 Wire Centers, then DS3 Dedicated Transport circuits on such Routes are Declassified and no longer available as UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 UNE Dedicated Transport on such Route(s).
 - 9.7.3.2 Effect on Embedded Base – Upon Declassification of DS1 Dedicated Transport or DS3 Dedicated Transport already purchased by CLEC as UNEs under this Agreement, AT&T-21STATE will provide written Notice to CLEC of such Declassification, and proceed in accordance with Sections 14.0 below, 15.0 below and 16.0 below.
 - 9.7.3.2.1 Products provided by AT&T-21STATE in conjunction with UNE DS1 and DS3 Dedicated Transport (e.g., cross-connects) shall also be subject to re-pricing under the section where Dedicated Transport is Declassified.
 - 9.7.3.3 The Parties agree that activity by AT&T-21STATE under this Section 9.1.7 above shall not be subject to the Network Disclosure Rules.

10.0 UNE Dedicated Transport Dark Fiber

- 10.1 Subject to Section 4.0 above of this Attachment, AT&T-21STATE shall provide unbundled access to Dedicated Transport Dark Fiber under the following terms and conditions in this subsection. AT&T-21STATE is not required to provide UNE Loop and/or Dark Fiber Loop on an unbundled basis.
- 10.2 Dedicated Transport Dark Fiber is deployed, unlit optical fiber within AT&T-21STATE's network. Dedicated Transport Dark Fiber charges are set forth in the Pricing Schedule.

- 10.3 At Dedicated Transport Dark Fiber segments in Routes that have not been Declassified, AT&T-21STATE will provide a UNE Dedicated Transport Dark Fiber segment that is considered "spare" as defined in Sections 10.4 below. AT&T-21STATE is not obligated to provide CLEC with unbundled access to Dedicated Transport Dark Fiber that does not connect a pair of AT&T-21STATE Wire Centers. AT&T-21STATE will offer UNE Dedicated Transport Dark Fiber to CLEC when CLEC has Collocation space in each AT&T-21STATE central office where the requested UNE Dedicated Transport Dark Fiber(s) terminate.
- 10.4 Spare Dark Fiber Transport Inventory Availability and Condition:
- 10.4.1 All available spare UNE Dedicated Transport Dark Fiber will be provided as is. No conditioning will be offered.
- 10.4.2 Spare Dedicated Transport Dark Fiber is fiber that can be spliced in all segments, point to point but not assigned. Spare Dedicated Transport Dark Fiber does not include maintenance spares, fibers set aside and documented for AT&T-21STATE's forecasted growth, defective fibers, or fibers subscribed to by other Telecommunications Carriers.
- 10.4.3 CLEC will not obtain any more than twenty-five percent (25%) of the spare UNE Dedicated Transport Dark Fiber contained in the requested segment during any two (2) year period, or two strands, whichever is greater.
- 10.5 CLEC requesting UNE Dedicated Transport Dark Fiber must submit a Dark Fiber Facility Inquiry, providing CLEC's specific point-to-point (A to Z) dark fiber requirements. Rates for the Dark Fiber Facility Inquiry are as set forth in the Pricing Schedule.
- 10.6 For Quantities and Time Frames for ordering UNE Dedicated Transport Dark Fiber, refer to the AT&T CLEC Online website.
- 10.7 Right of Revocation of Access to UNE Dedicated Transport Dark Fiber:
- 10.7.1 Right of revocation of access to UNE Dedicated Transport Dark Fiber is distinguishable from Declassification. For clarification purposes, AT&T-21STATE's right of revocation of access under this Section applies even when the affected Dedicated Transport Dark Fiber remains a UNE, subject to unbundling obligations under Section 251(c)(3) of the Act, in which case CLEC's rights to the affected network element may be revoked as provided in this Section.
- 10.7.2 Should CLEC not utilize the fiber strand(s) subscribed to within the twelve (12) month period following the date AT&T-21STATE provided the fiber(s), AT&T-21STATE may revoke CLEC's access to the UNE Dedicated Transport Dark Fiber and recover those fiber facilities and return them to AT&T-21STATE's inventory.
- 10.7.3 AT&T-21STATE may reclaim from CLEC the right to use UNE Dedicated Transport Dark Fiber, whether or not such fiber is being utilized by CLEC, upon twelve (12) months written Notice to CLEC. If the reclaimed UNE Dedicated Transport Dark Fiber is not otherwise Declassified during the Notice period, AT&T-21STATE will provide an alternative facility for CLEC with the same bandwidth CLEC was using prior to reclaiming the facility. AT&T-21STATE must also demonstrate upon CLEC's request that the reclaimed Dedicated Transport Dark Fiber will be needed to meet AT&T-21STATE's bandwidth requirements within the twelve (12) months following the revocation.
- 10.8 Access Methods Specific to UNE Dedicated Transport Dark Fiber:
- 10.8.1 The termination point for UNE Dedicated Transport Dark Fiber at central offices will be in an AT&T-21STATE-approved splitter shelf. This arrangement allows for non-intrusive testing.
- 10.8.2 At central offices, UNE Dedicated Transport Dark Fiber terminates on a fiber distribution frame, or equivalent, in the central office. CLEC access is provided via Collocation.
- 10.9 For Installation and Maintenance for UNE Dedicated Transport Dark Fiber, refer to AT&T's CLEC Online website.
- 10.9.1 AT&T-21STATE will install termination points and place the fiber jumpers from the fiber optic terminals to the termination point. CLEC will run its fiber jumpers from the termination point (1x2, 90-10 optical splitter) to CLEC.
- 10.10 Dark Fiber Transport Declassification:

- 10.10.1 AT&T-21STATE shall provide CLEC with access to UNE Dedicated Transport Dark Fiber, except on Routes where both Wire Centers defining the Route are either Tier 1 or Tier 2 Wire Centers, as described in Section 14.0 below. As such, AT&T-21STATE must provide UNE Dedicated Transport Dark Fiber under this Agreement only if a Wire Center on either end of the requested Route is a Tier 3 Wire Center. If both Wire Centers defining a requested Route are either Tier 1 or Tier 2 Wire Centers, then Dedicated Transport Dark Fiber circuits on such Routes are Declassified and no longer available as UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering UNE Dedicated Transport Dark Fiber on such Route(s).
- 10.10.2 Effect on Embedded Base – Upon Declassification of Dedicated Transport Dark Fiber already purchased by CLEC as UNEs under this Agreement, AT&T-21STATE will provide written Notice to CLEC of such Declassification, and proceed in accordance with Section 14.0 below. At the end of the Notice period under that Section, provision of the affected Dedicated Transport Dark Fiber to CLEC will be terminated without further obligation of AT&T-21STATE.
- 10.10.3 Products provided by AT&T-21STATE in conjunction with UNE Dedicated Transport Dark Fiber, if any, shall also be subject to termination under this Section where such fiber is Declassified.
- 10.10.4 The Parties agree that activity by AT&T-21STATE under this Section shall not be subject to the Network Disclosure Rules.

11.0 Routine Network Modifications for UNE Loops, UNE DS1, DS3 and Dark Fiber Dedicated Transport

- 11.1.1 AT&T-21STATE shall make Routine Network Modifications (RNM) to UNE Loop and UNE DS1, DS3, and Dark Fiber Dedicated Transport facilities used by CLEC where the requested UNE facility has already been constructed. AT&T-21STATE shall perform RNM to UNE Loop and UNE DS1, DS3, and Dark Fiber Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the UNE facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.
- 11.1.2 A "Routine Network Modification" is an activity that AT&T regularly undertakes for its own customers. RNM include rearranging or splicing of existing cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; adding a drop wire, installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that AT&T-21STATE ordinarily attaches to activate such UNE Loops or Transport facilities for its own retail End Users, under the same conditions and in the same manner that AT&T-21STATE does for its own End Users. RNM may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable and installing equipment casings. AT&T-21STATE will place drops in the same manner as it does for its own End Users.
- 11.1.3 RNM do not include constructing new UNE Loops; or UNE DS1, DS3, or Dark Fiber Dedicated Transport; installing new cable or fiber; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; installing new terminals; or removing or reconfiguring packetized transmission facility. Nor do RNM include the provision of electronics for the purpose of lighting dark fiber (i.e., optronics). AT&T-21STATE is not obligated to perform those activities for CLEC.
- 11.1.4 AT&T-21STATE shall determine whether and how to perform RNM using the same network or outside plant engineering principles that would be applied in providing service to AT&T-21STATE's retail End Users.
- 11.1.5 AT&T-21STATE has no obligation to build Time Division Multiplexing (TDM) capability into new packet-based networks or into existing packet-based networks that never had TDM capability.
- 11.1.6 Notwithstanding anything to the contrary herein, AT&T-21STATE's obligations with respect to RNM apply only where the UNE Loop and Transport transmission facilities are subject to unbundling and do not apply to FTTH UNE Loops or FTTC UNE Loops.
- 11.1.7 AT&T-21STATE shall provide RNM at the rates, terms and conditions set forth in this Attachment and in the Pricing Schedule or at rates to be determined on an individual case basis (ICB) or through the Special Construction (SC) process. AT&T-21STATE will impose charges for RNM in instances where such charges are not included in any costs already recovered through existing, applicable recurring and non-recurring charges. The Parties agree that the RNM for which AT&T-21STATE is not recovering costs in existing recurring and non-recurring charges, and for which costs will be imposed on CLEC as an ICB/SC include,

but are not limited to: (i) adding an equipment case, (ii) adding a doubler or repeater including associated line card(s), (iii) installing a repeater shelf, and any other necessary work and parts associated with a repeater shelf, and (iv) where applicable, deploying multiplexing equipment, to the extent such equipment is not present on the UNE Loop or Transport facility when ordered.

12.0 911/E911 Database

12.1.1 Access to the AT&T-21STATE 911/E911 call-related databases will be provided as described in Attachment 05 - 911/E911.

13.0 Operations Support Systems (OSS) Functions

13.1.1 Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by AT&T-21STATE's databases and information. AT&T-21STATE will provide CLEC access to its OSS Functions as outlined in Attachment 07 - Operations Support Systems (OSS).

14.0 Non-Impaired Wire Center Criteria and Related Processes

14.1 AT&T-21STATE has designated and posted, to AT&T CLEC Online website, the Wire Centers where it contends the thresholds for DS1 and DS3 Unbundled High-Capacity UNE Loops (as defined pursuant to Rule 51.319(a)(4) and Rule 51.319(a)(5) and for Tier 1 and Tier 2 Non-Impaired Wire Centers as defined pursuant to Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii)) have been met.

14.2 Commission-approved Wire Center Lists:

14.2.1 In states where the Commission has already determined that a Wire Center is properly designated as a Wire Center meeting the thresholds set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), CLEC may no longer self-certify or request DS1/DS3 High-Capacity UNE Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements declassified by the non-impairment status of the Wire Center in such Wire Center.

14.3 Wire Center Lists Pending Commission Approval:

14.3.1 In states where the Commission has not previously determined, in any proceeding, that a Wire Center is properly designated as a Wire Center meeting the thresholds set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), AT&T-21STATE's designations shall be treated as controlling (even if CLEC believes the list is inaccurate) for purposes of transition and ordering unless CLEC provides a self-certification as outlined below. If a CLEC withdraws its self-certification after a dispute has been filed with the Commission, but before the Commission has made a determination regarding the wire center designation, the wire center designation(s) that were the subject of the dispute will be treated as though the Commission approved AT&T-21STATE's designations.

14.4 Self-Certifications:

14.4.1 CLEC shall perform a reasonably diligent inquiry to determine whether, to the best of CLEC's knowledge, the Wire Center meets the non-impairment thresholds as set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii).

14.4.2 If, based on its reasonably diligent inquiry, the CLEC disputes the AT&T-21STATE Wire Center non-impairment designation, the CLEC will provide a self-certification to AT&T-21STATE identifying the Wire Center(s) for which it is self-certifying. To self-certify, CLEC can send a letter to AT&T-21STATE claiming Self Certification or CLEC may elect to self-certify using a written or electronic notification sent to AT&T-21STATE.

14.4.3 If CLEC makes such a self-certification, and CLEC is otherwise entitled to the ordered element under the Agreement, then AT&T-21STATE shall provision the requested facilities in accordance with CLEC's order and within AT&T-21STATE's standard ordering interval applicable to such facilities.

14.4.4 If AT&T-21STATE in error rejects CLEC orders, where CLEC has provided self certification in accordance with this Section of this Agreement, AT&T-21STATE will modify its systems to accept such orders within five (5) business hours of CLEC notification to its Local Service Specialist or SrCAM.

- 14.4.5 CLEC may not submit a self-certification for a Wire Center after the transition period for the DS1/DS3 UNE Loops and/or DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport impacted by the designation of the Wire Center has passed.
- 14.5 CLEC may not self-certify that it is entitled to obtain Unbundled DS1/DS3 UNE Loops or Unbundled DS1/DS3 Dedicated Transport at a location where CLEC has met the volume Cap set forth in Sections 8.1.3.4.4 above and 8.1.3.5.4 above (for DS1/DS3 UNE Loops) and 9.1.6.3 above and 9.1.6.2 above (for DS1/DS3 Dedicated Transport).
- 14.6 Until CLEC provides a self-certification for High-Capacity UNE Loops and/or Transport for such Wire Center designations, CLEC will not submit High Capacity UNE Loop and/or Transport orders based on the Wire Center designation, and if no self-certification is provided will transition any remaining Embedded Base of DS1 and DS3 UNE Loop and Transport and Dark Fiber Transport arrangements affected by the designation by disconnecting or transitioning to an alternate facility or arrangement, if available, within thirty (30) calendar days of executing this Agreement. If CLEC fails to disconnect or transition to an alternate facility or arrangement within such thirty (30) calendar day period, AT&T-21STATE may disconnect such circuits or beginning billing CLEC the equivalent special access rate. If no equivalent special access rate exists, a true-up will be determined using the Transitional Rates.
- 14.7 AT&T-21STATE will update the AT&T CLEC Online website posted list and will advise CLECs of such posting via Accessible Letter, which term for the purposes of this Section above of this Agreement shall be deemed to mean an Accessible Letter issued after the Effective Date of this Agreement, as set forth in this Section 14.0 above of this Agreement.
- 14.8 If it desires to do so, AT&T-21STATE can dispute the self-certification and associated CLEC orders for facilities pursuant to the following procedures:
- 14.8.1 AT&T-21STATE will notify the CLEC of its intent to dispute the CLEC's self-certification within thirty (30) calendar days of the CLEC's self-certification or within thirty (30) calendar days of the Effective Date of this Agreement, whichever is later.
- 14.8.2 AT&T-21STATE will file the dispute for resolution with the state Commission within sixty (60) calendar days of the CLEC's self-certification or within sixty (60) calendar days of the Effective Date of this Agreement, whichever is later.
- 14.8.3 AT&T-21STATE will notify CLEC of the filing of such a dispute via Accessible Letter.
- 14.8.4 If the self-certification dispute is filed with the state Commission for resolution, the Parties will not oppose requests for intervention by other CLECs if such request is related to the disputed Wire Center designation(s). The Parties agree to urge the state Commission to adopt a case schedule resulting in the prompt resolution of the dispute.
- 14.9 During the timeframe of any dispute resolution proceeding, AT&T-21STATE shall continue to provide the High-Capacity UNE Loop or Transport facility in question to CLEC at the rates in the Pricing Schedule.
- 14.10 If CLEC withdraws its self-certification, or if the state Commission determines through arbitration or otherwise that CLEC was not entitled to the provisioned DS1/DS3 UNE Loops or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport under Section 251, the rates paid by CLEC for the affected UNE Loop or Transport shall be subject to true-up as follows:
- 14.10.1 For Wire Centers designated by AT&T-21STATE prior to March 11, 2005 and
- 14.10.2 For the affected UNE Loop/Transport element(s) installed prior to March 11, 2005,
- 14.10.2.1 CLEC will provide a true-up calculated using a beginning date of March 11, 2005 based on the FCC transitional rates which are the rates in effect at the time of the non-impairment designations plus fifteen percent (15%) ("Transitional Rates"). If affected UNE Loops/Transport element(s) remain in place after the end of the initial TRRO transition period, CLEC will also provide a true-up for the period after the end of initial TRRO transition period calculated using the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, a true-up will be determined using the Transitional Rates. The applicable equivalent special access rate/Transitional Rates as described above will continue to apply until the facility has been transitioned.

14.10.2.2 **For the affected UNE Loop/Transport element(s) installed after March 11, 2005**, CLEC will provide a true-up to an equivalent special access rate as of the later of the date billing began for the provisioned element or **thirty (30) one hundred eighty (180)** calendar days after AT&T-21STATE's Notice of non-impairment. If no equivalent special access rate exists, a true-up will be determined using the Transitional Rates. The applicable equivalent special access rate/Transitional Rates will continue to apply until the facility has been transitioned.

14.10.2.3 **For Wire Centers designated by AT&T-21STATE after March 11, 2005:**

14.10.2.3.1 For affected UNE Loop/Transport elements ordered before AT&T-21STATE's Wire Center designation,

14.10.2.3.1.1 **INTENTIONALLY LEFT BLANK. if the applicable transition period is within the initial TRRO transition period described in Section 15.0 below of this Agreement, CLEC will provide a true-up during the period between the date that is thirty (30) calendar days after AT&T-21STATE's Notice of non-impairment and the date the circuit is transitioned to the Transitional Rates.**

14.10.2.3.1.2 **if the applicable transition period is after the initial TRRO transition period described in Section 14.1 above of this Agreement has expired,** CLEC will provide a true-up based on the Transitional Rates between the date that is **thirty (30) one hundred eighty (180)** calendar days after AT&T-21STATE's Notice of non-impairment and the end of the applicable transition period described in Section 15.1 below and the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, a true-up will be determined using the Transitional Rates. The applicable equivalent special access/Transitional Rates as described above will continue to apply until the facility has been transitioned.

14.10.2.3.2 For affected UNE Loop/Transport elements ordered after AT&T-21STATE's Wire Center designation, CLEC will provide a true-up for the affected UNE Loop/Transport element(s) to an equivalent special access rate for the affected UNE Loop/Transport element(s) as of the later of the date billing began for the provisioned element or **thirty (30) one hundred eighty (180)** calendar days after AT&T-21STATE's Notice of non-impairment. If no equivalent special access rate exists, a true-up will be determined using the Transitional Rates. The applicable equivalent special access/Transitional Rates will continue to apply until the facility has been transitioned.

14.10.3 In the event of a dispute following CLEC's Self-Certification, upon request by the Commission or CLEC, AT&T-21STATE will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, all documentation and all data upon which AT&T-21STATE intends to rely, which will include the detailed business line information for the AT&T-21STATE Wire Center or centers that are the subject of the dispute.

15.0 **Future Wire Center Designations**

15.1 The parties recognize that Wire Centers that AT&T-21STATE had not designated as meeting the FCC's non-impairment thresholds as of March 11, 2005, may meet those thresholds in the future. In the event that a Wire Center that is not currently designated as meeting one (1) or more of the FCC's non-impairment thresholds, meets one (1) or more of these thresholds at a later date, AT&T-21STATE may add the Wire Center to the list of designated Wire Centers and the Parties will use the following process, subject to state Commission jurisdiction:

15.1.1 AT&T-21STATE may update the Wire Center list as changes occur.

15.1.2 To designate a Wire Center that had previously not met one (1) or more of the FCC's impairment thresholds but subsequently does so, AT&T-21STATE will provide *written* notification to CLEC ***under the notices provision of this agreement.*** **via Accessible Letter** and by a posting on AT&T CLEC Online website.

- 15.1.3 AT&T-21STATE will continue to accept CLEC orders for impacted DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport without requiring CLEC self-certification for thirty (30) calendar days after the date **the Accessible Letter is issued** ***that the written notice was delivered to CLEC.***
- 15.1.4 In the event the CLEC disagrees with AT&T-21STATE's determination, CLEC will have sixty (60) calendar days from the **issuance of the Accessible Letter** ***date that the written notice was delivered*** to dispute AT&T-21STATE's Wire Center determination by providing a self-certification to AT&T-21STATE.
- 15.1.5 If the CLEC does not use the self-certification process described in Section 15.1.4 above to self-certify against AT&T-21STATE's Wire Center designation within sixty (60) calendar days of the issuance of the **Accessible Letter** ***written notice***, CLEC must transition all circuits that have been declassified by the Wire Center designation(s) by disconnecting or transitioning to an alternate facility or arrangement, if available, within ***one hundred eighty (180) calendar days*** **thirty (30) calendar days ending on the ninetieth (90th) day** after the **issuance of the Accessible Letter** ***date that the written notice was delivered*** providing the Wire Center designation of non-impairment; no additional notification from AT&T-21STATE will be required. CLEC may not obtain new DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport in Wire Centers and/or Routes where such circuits have been declassified during the applicable transition period. If CLEC fails to disconnect or transition to an alternate facility or arrangement within such ***one hundred eighty (180) day*** **thirty (30) day** period, AT&T-21STATE may disconnect such circuits or beginning billing CLEC the equivalent special access rate. If no equivalent special access rate exists, a true-up will be determined using the transitional rates set forth in Section 15.2 below.
- 15.1.6 If CLEC does provide self-certification to dispute AT&T-21STATE's designation determination within sixty (60) calendar days of the issuance of the **Accessible Letter** ***written notice***, AT&T-21STATE may dispute CLEC's self-certification as described in Section 14.8 above of this Agreement and AT&T-21STATE will accept and provision the applicable UNE Loop and Transport orders for the CLEC providing the self certification during a dispute resolution process.
- 15.2 During the applicable transition period, the transition rates paid will be rates in effect at the time of the non-impairment designations plus fifteen percent (15%).
- 16.0 Transition Procedures of DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport Arrangements Impacted by Wire Center Designation(s)**
- 16.1 The provisions of Section 14.1 above of this Attachment shall apply to the transition of DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by Wire Center designation(s). As outlined in Section 14.1 above of this Attachment, requested transitions of DS1/DS3 High Capacity UNE Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall be performed in a manner that reasonably minimizes the disruption or degradation to CLEC's End User's service, and all applicable charges shall apply. Cross-connects provided by AT&T-21STATE in conjunction with such UNE Loops and/or Transport shall be billed at applicable wholesale rates (e.g., prior to transition, cross connects will be billed at transitional rates, after transition, if conversion is to an access product, cross connects will be billed at applicable access rates). Cross-connects that are not associated with such transitioned DS1/DS3 High-Capacity UNE Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall not be re-priced.
- 16.2 AT&T-21STATE will process CLEC orders for DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport conversion or disconnection. AT&T-21STATE will not convert or disconnect these services prior to the end of the applicable transitional period unless specifically requested by the CLEC; however, CLEC is responsible for ensuring that it submits timely orders in order to complete the transition by the end of applicable transitional period in an orderly manner.
- 16.3 A Building that is served by both an impaired Wire Center and a non impaired Wire Center and that is not located in the serving area for the non-impaired Wire Center will continue to have affected elements available from the impaired Wire Center and support incremental moves, adds, and changes otherwise permitted by the Agreement, as amended.
- 16.4 Notwithstanding anything to the contrary in the Agreement, including any amendments to this Agreement, at the end of the applicable transitional period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as

applicable, under Section 14.4.1 above of this Agreement, and if CLEC and AT&T-21STATE have failed to reach agreement under Section 14.4.1 above of this Agreement as to a substitute service arrangement or element, then AT&T-21STATE may, at its sole option, disconnect DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport, whether previously provided alone or in combination with or as part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available, at rates applicable to such analogous service or arrangement.

- 16.5 *The parties agree that an HDSL-capable loop is distinct from an HDSL loop. An HDSL loop is a conditioned loop, includes electronics at each end, and may use intermediate repeaters to reach extended distances. An HDSL-capable loop is simply a copper loop without electronics capable of carrying HDSL signals at distances of up to 11kft. This distinction is important because HDSL loops are subject to TRRO Wire Center Designation restrictions, while HDSL-capable loops are not. CLEC shall not be foreclosed from ordering HDSL-capable loops in Tier 1 Wire Centers, while the parties agree that CLEC is not entitled to HDSL loops in Tier 1 Wire Centers under current TRRO rules. CLEC shall not be required to use UCL instead of HDSL-capable loops in cases where HDSL-capable loops exist. INTENTIONALLY LEFT BLANK.*

ATTACHMENT 13 SL - SUBLOOPS

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1.0 Introduction

1.1 UNE Subloops

- 1.1.1 Subject to the other terms and conditions of this Attachment, and where facilities permit, AT&T-21STATE shall provide UNE Subloop Distribution elements in accordance with 47 C.F.R. § 51.319(b) and under the following terms and conditions in this subsection.
- 1.1.2 INTENTIONALLY LEFT BLANK.
- 1.1.3 AT&T-21STATE will provide UNE Subloops at rates set forth in the Pricing Schedule.

2.0 Definition

2.1 UNE Subloop Terms

- 2.1.1 "2 Wire or 4 Wire (Unbundled Subloop Distribution – Voice Grade (USLD-VG))" in AT&T SOUTHEAST REGION 9-STATE is a copper 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.
 - 2.1.2 "Accessible Terminals" contain cables and their respective wire pairs that terminate on screw posts which allow AT&T-21STATE technicians to affix cross-connects between binding posts of terminals collocated at the same point. Terminals differ from splice cases, which are inaccessible because the case must be breached to reach the wires within.
 - 2.1.3 "Distribution Cable" is a cable from the Serving Area Interface/Fiber Distribution Interface (SAI/FDI) to the terminals from which an End User can be connected to AT&T-21STATE's network.
 - 2.1.4 "INC" for purpose of Unbundled Sub-Loop Intrabuilding Network Cable (USL-INC) offering is a 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. 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. (AT&T SOUTHEAST REGION 9-STATE)
 - 2.1.5 "MDU" (for the purpose of Term to NID UNE Subloop) is a Multi-Dwelling Unit for Buildings with exterior or interior mounted terminals.
 - 2.1.6 "Network Terminating Wire (NTW)" is the service wire that connects AT&T-21STATE's distribution cable to the NID at the Demarcation Point.
 - 2.1.7 "SAI/FDI/cross-connect device-to-NID UNE Subloop" is that portion of the UNE Local Loop from the SAI/FDI/cross-connect device to the NID, which is located on an End User's premises.
 - 2.1.8 "SAI/FDI/cross connect device" is the point in AT&T-21STATE's network where feeder cable is cross-connected to the distribution cable. "SAI" is Serving Area Interface. "FDI" is Feeder Distribution Interface. The terms are interchangeable.
 - 2.1.9 "SAI/FDI -to-Term UNE Subloop" is that portion of the UNE Loop from the SAI/FDI to an accessible terminal (AT&T-12STATE)
 - 2.1.10 "SPOI" is defined as a Single Point of Interconnection. At the request of CLEC, and subject to charges, AT&T-21STATE will construct a SPOI only to those multiunit premises where AT&T-21STATE has distribution facilities to the premises and AT&T-21STATE either owns, controls, or leases the inside wire, if any, at such premises. If AT&T-21STATE has no facilities which it owns, controls or leases at a multiunit premise through which it serves, or can serve, End Users at such premises, it is not obligated to construct a SPOI. AT&T-21STATE's obligation to build a SPOI for multiunit premises only arises when CLEC indicates that it will place an order for a UNE Subloop via a SPOI .
 - 2.1.11 "Term-to-NID UNE Subloop" is that portion of the UNE Loop from an accessible terminal to the NID, which is located at an end user's premise. Term-to-NID UNE Subloop includes use of the Network Terminating Wire (NTW). (AT&T-12STATE)
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3.0 General Provisions

3.1 INTENTIONALLY LEFT BLANK.

3.2 AT&T-21STATE offer the following UNE Subloop types:

3.2.1 2-Wire or 4-Wire Analog UNE Subloop provides a 2-wire or 4-wire (one or two twisted pair cable or equivalent) facility capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

3.2.2 UNE xDSL Subloop/Unbundled Copper Subloop (UCSL) is defined in Attachment 14 – xDSL Loops and will be available where CLEC has an approved and effective Attachment 14 – xDSL Loops as a part of this Agreement. In addition to the provisions set forth in Attachment 14 – xDSL Loops, the UNE xDSL/UCSL Subloops are subject to the UNE Subloop terms and conditions set forth in this Attachment.

3.2.3 UNE Subloops are provided “as is.”

3.2.3.1 Access to UNE Subloop procedures are provided on the AT&T CLEC Online website.

3.2.4 Request for USL-INC will be handled in accordance with the guidelines set forth on the AT&T CLEC Online website.

3.3 Establishment of Intermediary Box for CLEC Access to Term to NID MTE UNE Subloop Segment (AT&T-12STATE)

3.3.1 As an alternative to the establishment of a UNE Subloop Access Arrangement in those instances where CLEC wishes to access/lease AT&T-12STATE Term to NID UNE Subloop segments in order to serve its End Users at MTEs in AT&T-12STATE (“Term to NID MTE UNE Subloop Segments”), CLEC may place, own and manage, for its own use, an intermediary box, which would provide CLEC with access to a Term to NID MTE UNE Subloop Segment cross-connect leased from AT&T-12STATE within the intermediary box (in order to obtain access to AT&T-12STATE Term to NID MTE UNE Subloop Segments). In the event CLEC wishes to access AT&T-12STATE Term to NID MTE UNE Subloop Segments via the establishment of an intermediary box, the following terms and conditions shall apply (rates are found in the Pricing Schedule):

3.3.1.1 CLEC would manage the process for placing its own intermediary box, including, without limitation, coordination with the property owner and/or management. CLEC may, at its discretion, choose to retain ownership in whole or to share ownership of the intermediary box with other CLECs. Intermediary box shall be placed no more than two feet from the AT&T-12STATE terminal or as mutually agreed between the parties.

3.3.1.2 The intermediary box shall contain blocks that meet AT&T-12STATE’s published industry standards for the placement of services and facilities and should be labeled with CLEC’s ACNA to enable the AT&T-12STATE technician the ability to run jumper/cross connect from AT&T-12STATE terminal to the intermediary box.

3.3.1.3 CLEC agrees that the AT&T-12STATE technician shall run the jumper/cross-connect from AT&T-12STATE’s serving terminal to CLEC’s intermediary box, in order for CLEC to access AT&T-12STATE Term to NID MTE UNE Subloop Segments in AT&T-12STATE. For security and safety, AT&T-12STATE will encase the cross connect in conduit, a protective covered common path, between the AT&T-12STATE terminal and the CLEC’s intermediary box. CLEC shall be entitled to, at its option, run the cross-connect from the intermediary box to AT&T-12STATE’s serving terminal encased in conduit. Crossconnect and conduit shall be of a quality not less than material that would have been used by AT&T-22STATE for the same purpose. If CLEC chooses to run its own crossconnects, CLEC shall leave ample spare cable and conduit for AT&T-12STATE to connect the cables into the terminal and CLEC shall not access the AT&T-12STATE terminal.

3.3.2 CLEC must have in place Connecting Facility Arrangement (CFA) assignments prior to ordering and assigning specific Term to NID MTE UNE Subloop Segments from AT&T-12STATE.

- 3.3.3 Following CLEC's provisioning, placement, and completion of Connecting Facility Arrangement Assignments ("CFA") data submission to AT&T-12STATE associated with the intermediary box, CLEC would place orders and schedule activities related to access to the Term to NID MTE UNE Subloop Segment including, without limitation: transferring the End User's service from AT&T-12STATE to CLEC providing AT&T-12STATE with CFA prior to ordering and the assigning of a specific Term to NID MTE UNE Subloop Segment(s).
 - 3.3.4 The ordering procedures for the Term to NID MTE UNE Subloop Segment will be the same as those that apply to UNE Subloop today and shall be submitted to AT&T-12STATE by CLEC via a Local Service Request ("LSR").
 - 3.3.5 AT&T-12STATE will upon receipt of the LSR from CLEC for a Term to NID MTE UNE Subloop Segment, process the order and place the jumper/cross connect to the CFA provided by the CLEC on the LSR, from the AT&T-12STATE terminal to the CLEC intermediary box. AT&T-12STATE must have access to the intermediary box for completion of the order.
 - 3.3.6 After performing any work inside an intermediary box, the party performing the work shall secure the intermediary box to the same condition that it was secured upon arrival.
 - 3.3.7 In connection with the MTE intermediary box for CLEC access to Term to NID MTE UNE Subloop Segments in AT&T-12STATE only, CLEC may elect to lease from AT&T-12STATE Term to NID MTE UNE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in the Pricing Schedule for the "Term to NID MTE UNE Subloop Segment." In the event CLEC wishes to lease the Term to NID MTE UNE Subloop Segment from AT&T-12STATE in lieu of AT&T-12STATE's standard Term to NID UNE Subloop segment, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE UNE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE UNE Subloop Segment.
- 3.4 AT&T-Establishment of Term to NID MTE UNE Subloop Segment When no Intermediary Box is Installed (AT&T-12STATE)
- 3.4.1 In those instances where CLEC elects not to install an intermediary box or to have AT&T-12STATE install an intermediary box pursuant to the SAA process outlined herein above, the CLEC may still lease from AT&T-12STATE Term to NID MTE UNE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in the Pricing Schedule for the "Term to NID MTE UNE Subloop Segment". In the event CLEC wishes to lease the Term to NID MTE UNE Subloop Segment from AT&T-12STATE in lieu of AT&T-12STATE's standard Term to NID UNE Subloop segment, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE UNE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE UNE Subloop Segment. In such cases, AT&T-12STATE will provide CLEC with access to the Term To NID MTE UNE Subloop via a cross connect. The AT&T-12STATE technician will tag appropriately and will leave up to two feet of exposed wire at AT&T-12STATE's terminal. The cross connect would then be terminated by the CLEC technician in the CLEC terminal, at a time of CLEC's own choosing. For security and safety, AT&T-12STATE will incase the cross connect in conduit, a protective covered common path, between the AT&T-12STATE terminal and the CLEC's terminal. Since the CLEC has full responsibility for terminating the AT&T-12STATE cross- connect, AT&T-12STATE could not require any CFA information from CLEC.
 - 3.4.2 If CLEC elects this option to obtain access to the Term To NID UNE Subloop in an MTE Environment, neither the AT&T-12STATE SAA process nor the intermediary box option would be required. Because the CLEC would have full responsibility for terminating the AT&T-12STATE cross-connect, AT&T-12STATE could not require any CFA information from CLEC.
- 3.5 Unbundled Network Terminating Wire (UNTW) (AT&T SOUTHEAST REGION 9-STATE)
- 3.5.1 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
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final portion of the Loop that in multi-subscriber configurations represents the point at which the network branches out to serve individual subscribers.

- 3.5.2 This element will be provided in MDUs and/or Multi-Tenants Units (MTUs) where either Party owns wiring all the way to the End User's premises. Neither Party will provide this element in locations where the property owner provides its own wiring to the customer's premises or where a third party owns the wiring to the End User's premises.
- 3.5.3 On a multi-unit premise, upon request of the other Party (Requesting Party), the Party owning the network terminating wire (Provisioning Party) will provide access to NTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet according to the guidelines on the AT&T CLEC Online website.

3.6 **UNTW Requirements (AT&T SOUTHEAST REGION 9-STATE)**

- 3.6.1 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.
- 3.6.2 The Requesting Party is responsible for obtaining the property owner's permission for the Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or within thirty (30) days after completion and demands removal of Access Terminals, the Requesting Party will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.
- 3.6.3 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission.
- 3.6.4 The Requesting Party will be billed for nonrecurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party within five (5) business days of activating UNTW pairs using the LSR form.
- 3.6.5 If the Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least ten percent (10%) of the capacity of the Access Terminal installed pursuant to the Requesting Party's request for an Access Terminal within six (6) months of installation of the Access Terminal, the Provisioning Party will bill the Requesting Party a nonrecurring charge equal to the actual cost of provisioning the Access Terminal.
- 3.6.6 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the Requesting Party will be billed for the use of that pair back to the date the customer began receiving service from the Requesting Party at that location. Upon request, the Requesting Party will provide copies of its billing record to substantiate such date. If the Requesting Party fails to provide such records, then the Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.
- 3.6.7 In existing MDUs and/or MTUs in which AT&T does not own or control wiring to the End Users premises, and CLEC does own or control such wiring, CLEC will provide access to UNTW to AT&T under the same terms and conditions as AT&T SOUTHEAST REGION 9-STATE provides UNTW to CLEC.

3.7 **ENGINEERING CONTROLLED SPLICE (ECS) part as Subloops (AT&T-12STATE)**

- 3.7.1 Subject to the other terms and conditions of this Attachment, AT&T-12STATE shall provide an Engineering controlled Splice under the following terms and conditions in this subsection.
 - 3.7.2 AT&T-12STATE will also make available an Engineering Controlled Splice (ECS), which will be owned by AT&T-12STATE, for CLEC to gain access to UNE Subloops at or near remote terminals.
 - 3.7.3 The ECS shall be made available for UNE Subloop Access Arrangements (SAA) utilizing the Special Construction Arrangement (SCA).
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- 3.7.4 CLEC requesting such a SCA shall pay all of the actual construction, labor, materials and related provisioning costs incurred to fulfill its SCA on a Time and Materials basis, provided that AT&T-12STATE will construct any UNE Subloop Access Arrangement requested by a Telecommunications Carrier in a cost-effective and efficient manner. If AT&T-12STATE elects to incur additional costs for its own operating efficiencies and that are not necessary to satisfy an SCA in a cost-effective and efficient manner, CLEC will not be liable for such extra costs.
 - 3.7.5 CLEC shall be liable only for costs associated with cable pairs that it orders to be presented at an engineering controlled splice (regardless of whether the requesting carrier actually utilizes all such pairs), even if AT&T-12STATE places more pairs at the splice.
 - 3.7.6 Although AT&T-12STATE will construct the engineering controlled splice, the ECS maybe owned by AT&T-12STATE or the CLEC (depending on the specific arrangement) at the option of AT&T-12STATE.
 - 3.7.7 If more than one requesting Telecommunications Carrier obtains space in expanded remote terminals or adjacent structures and obtains an SAA with the new copper interface point at the ECS, the initial Telecommunications Carrier which incurred the costs of construction of the engineering controlled splice and/or additional copper/fiber shall be reimbursed those costs in equal proportion to the space or lines used by the requesting carriers.
 - 3.7.8 AT&T-12STATE may require a separate SCA for each remote terminal site.
 - 3.7.9 Written acceptance and at least 50% of payment for the SCA must be submitted at least 90 days before access to the copper UNE Subloop is to be provisioned by AT&T-12STATE. If an augment of cabling is required between the ECS and the SAI, the interval for completion of the SCA will be determined on an individual case basis. AT&T-12STATE will not begin any construction of the ECS until the CLEC has provided proof that it has obtained the necessary rights of way. In the event CLEC disputes the estimate for the ECS in accordance with the dispute resolution procedures set forth in this Agreement, AT&T-12STATE will proceed with construction of the ECS upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC upon completion of the ECS. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.
 - 3.7.10 CLECs will have two (2) options for implementing the ECS: a "Dedicated Facility Option" (DFO) and a "Cross-connected Facility Option" (CFO):
 - 3.7.10.1 Dedicated Facility Option (DFO)
 - 3.7.10.1.1 CLEC may request AT&T-12STATE splice the existing cabling between the ECS and the SAI to the CLEC's SAA facility. This facility will be "dedicated" to the CLEC for subsequent UNE Subloop orders.
 - 3.7.10.1.2 CLEC must designate the quantity of UNE Subloops they desire to access via this spliced, dedicated facility, specified by subtending SAI.
 - 3.7.10.1.3 CLECs will compensate AT&T-12STATE for each of the dedicated UNE Subloop facilities, based on recurring UNE Subloop charges, each subloop ordered by CLEC and connected to this arrangement.
 - 3.7.10.2 Cross-connected Facility Option (CFO)
 - 3.7.10.3 CLEC may request AT&T-12STATE build an ECS cross-connect junction on which to terminate CLEC's SAA facility.
 - 3.7.10.4 The SCA associated with this option will include the charges associated with constructing the cross-connect device, including the termination of AT&T-12STATE
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cabling between the ECS and the RT and/or SAI, and the inventorying of that AT&T-12STATE cabling.

3.7.10.5 CLEC must designate the quantity of UNE Subloops they desire to access via this cross-connectable, dedicated facility, specified by subtending SAI.

3.7.10.6 CLEC will compensate AT&T-12STATE for the costs incurred by AT&T-12STATE derived from the CLEC s request for the SCA.

3.7.11 The introduction of an ECS creates the following additional copper UNE Subloop segments:

<u>FROM:</u>	<u>TO:</u>
ECS	Serving Area Interface or Feeder Distribution Interface
ECS	Terminal
ECS	NID



ATTACHMENT 14 - xDSL LOOPS

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1.0 Introduction

- 1.1 AT&T-21STATE will make available xDSL Loops and xDSL/Unbundled Copper Subloop (UCSL) Subloops for the provision of xDSL-based services or line splitting arrangements provided by CLEC in accordance with the FCC's *Triennial Review Order* and associated lawful and effective implementing rules, 47 C.F.R. §51.319(a)(1)(i)-(iv) and (b)(1), as such rules may be modified from time to time.

2.0 General Provisions

- 2.1 AT&T-21STATE will provide xDSL Loops and xDSL/UCSL Subloops for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technologies as defined in this Agreement and as provided for under the applicable lawful and effective FCC rules, 47 C.F.R. §51.230, as such rule may be modified from time to time.
- 2.2 AT&T-21STATE will not guarantee that an xDSL Loop or xDSL/UCSL Subloops ordered by CLEC will perform as desired by CLEC for xDSL based services, but will guarantee that Loops will be provisioned to meet basic metallic Loop parameters, including continuity and pair balance. CLEC shall designate on its Local Service Request (LSR), at CLEC's sole option, what Loop conditioning AT&T-21STATE is to perform in provisioning the order.
- 2.3 The Parties shall comply with the FCC's lawful and effective spectrum management rules, 47 C.F.R. §51.231-233, as such rules may be modified from time to time. Refer to AT&T CLEC Online website for specific processes addressing Spectrum Management.
- 2.4 Maintenance, Repair and Testing:
- 2.4.1 AT&T-21STATE shall provide Maintenance Repair and Testing in accordance with the lawful and effective requirements of 47 C.F.R. §51.319(a)(1)(iv) and as outlined on the AT&T CLEC Online website and within Attachment 07 - Operations Support Systems (OSS).
- 2.4.2 Line and Station Transfer (LST): For a loop currently in service where trouble ticket resolution has identified that excessive bridged tap(s), load coil(s) and/or repeater(s) are on the loop and transferring to a new loop is a solution identified by AT&T-12STATE to resolve a trouble, AT&T-12STATE, at its sole option, may perform an LST to resolve the identified trouble. In the event that a request for conditioning is received from the CLEC on a loop currently in service and AT&T-12STATE determines that an LST can be performed, the AT&T-12STATE LOC will contact the CLEC to inform it of the decision to perform an LST in lieu of CLEC's requested conditioning. In such case, the charge for the LST set forth in the Pricing Schedule shall apply in lieu of any loop conditioning charges which would have applied had the requested conditioning been performed. If, however, the LST does not resolve the reported trouble and the trouble is determined to be an AT&T-12STATE network-related problem, then CLEC will not be charged the LST rate or for AT&T-12STATE's resolution of the trouble. If, however, the trouble is found not to be an AT&T-12STATE network-related problem, then CLEC shall pay the Maintenance of Service charges referenced in the Pricing Schedule, in addition to the applicable LST charge.

3.0 Product Specific Service Delivery Provisions

- 3.1 Loop Makeup Information and Ordering:
- 3.1.1 At the CLEC's request, AT&T-21STATE will provide CLEC with nondiscriminatory access to its Loop makeup information as it exists in AT&T-21STATE's database and records via:
- 3.1.1.1 a mechanized Loop makeup for near real-time access to data available electronically; or
- 3.1.1.2 manual Loop makeup for information that may not be available electronically.
- 3.1.2 CLEC will be given nondiscriminatory access to the same Loop makeup information that AT&T-21STATE is providing to any other CLEC, AT&T-21STATE's retail or wholesale operations and/or any of its Affiliates.
- 3.1.2.1 In the AT&T SOUTHEAST REGION 9-STATE region, CLEC will have access to Loop makeup information only on facilities owned or controlled by AT&T SOUTHEAST REGION 9-STATE or controlled by the requesting CLEC.
- 3.1.3 AT&T-21STATE does not guarantee accuracy or reliability of the Loop make up information provided. CLEC may obtain Loop makeup information according to the terms and conditions described on the AT&T CLEC Online website incorporated herein by reference, as may be amended from time to time.
- 3.2 Provisioning Intervals:

- 3.2.1 AT&T-21STATE's provisioning intervals per order per End User location shall be the intervals set forth on the AT&T CLEC Online website.
- 3.3 Loop Conditioning (a.k.a Line Conditioning in AT&T SOUTHEAST REGION 9-STATE):
- 3.3.1 AT&T 21STATE will condition xDSL Loops and xDSL/UCSL Subloops in accordance with the lawful and effective requirements of 47 C.F.R. §51.319(a)(1)(iii).
- 3.3.2 All modifications for Loop Conditioning/Line Conditioning in this section will be performed at the rates set forth in the Pricing Schedule.
- 3.3.3 AT&T-21STATE shall provide Line Conditioning on 251(c)(3) Unbundled Loops, as requested by CLEC, even in instances where AT&T-21STATE does not provide advanced services to the End User on that 251(c)(3) Unbundled Loop.
- 3.3.4 AT&T-21STATE will not modify a 251(c)(3) Unbundled Loop in such a way that it no longer meets the technical parameters of the original 251(c)(3) Unbundled Loop type e.g., voice grade, etc., being ordered.
- 3.3.5 In AT&T-12STATE (i) If load coils, repeaters or excessive bridged tap are present on a loop less than 12,000 feet in actual loop length, conditioning to remove these elements will be performed without request; (ii) if the loop qualification indicates conditioning is available on a loop that is 12,000 feet in actual loop length or greater, CLEC may request that no conditioning be performed or that AT&T-12STATE perform some or all of the available loop conditioning to remove excessive bridged tap, load coils and/or repeaters at the rates set forth in the Pricing Schedule. CLEC may obtain loop conditioning information according to the terms and conditions described in the AT&T CLEC Online website; incorporated herein by reference, as may be modified from time to time.
- 3.3.6 AT&T SOUTHEAST REGION 9-STATE will remove load coils only on copper 251(c)(3) Unbundled Loops that are equal to or less than eighteen thousand (18,000) feet in length. AT&T SOUTHEAST REGION 9-STATE will remove load coils on copper 251(c)(3) Unbundled Subloops where the total loop distance (feeder plus distribution) from the AT&T SOUTHEAST REGION 9-STATE Central Office to the End User is equal to or less than 18,000 feet or, if there is no copper feeder, the distance from the remote terminal (RT) to the End User is equal to or less than 18,000 feet.
- 3.3.7 For any copper 251(c)(3) Unbundled Loop being ordered by CLEC which has over six thousand (6,000) feet of combined bridged tap will be modified, upon request from CLEC, so that the 251(c)(3) Unbundled Loop will have a maximum of six thousand (6,000) feet of bridged tap. This modification will be performed at no additional charge to CLEC. In AT&T SOUTHEAST REGION 9-STATE loop conditioning orders that require the removal of bridged tap that serves no network design purpose on a copper 251(c)(3) Unbundled Loop that will result in a combined total of bridged tap between two thousand five hundred (2,500) and six thousand (6,000) feet will be performed at the rates set forth in the Pricing Schedule. CLEC may request removal of any unnecessary and non-Excessive bridged tap (bridged tap between zero (0) and two thousand five hundred (2,500) feet which serves no network design purpose), at rates pursuant to AT&T SOUTHEAST REGION 9-STATE's Special Construction (SC) Process, (which is a part of the service inquiry process), as mutually agreed to by the Parties.
- 3.3.8 If CLEC requests Unbundled Loop Modification (ULM) on a reserved facility for a new 251(c)(3) Unbundled Loop order, AT&T SOUTHEAST REGION 9-STATE may perform a pair change and provision a different 251(c)(3) Unbundled Loop facility in lieu of the reserved facility with ULM if feasible. The 251(c)(3) Unbundled Loop provisioned will meet or exceed specifications of the requested 251(c)(3) Unbundled Loop facility as modified. CLEC will not be charged for ULM if a different 251(c)(3) Unbundled Loop is provisioned. For 251(c)(3) Unbundled Loops that require a Design Layout Report (DLR) or its equivalent, AT&T SOUTHEAST REGION 9 STATE will provide LMU detail of the 251(c)(3) Unbundled Loop provisioned.
- 3.3.9 CLEC shall request 251(c)(3) Unbundled Loop make up information pursuant to this Attachment prior to submitting a Service Inquiry, in accordance to the terms and conditions described in the AT&T CLEC Online website, and/or a Local Service Request (LSR) for the 251(c)(3) Unbundled Loop type that CLEC desires AT&T SOUTHEAST REGION 9-STATE to condition.

- 3.3.10 When requesting ULM for a 251(c)(3) Unbundled Loop that AT&T SOUTHEAST REGION 9-STATE has previously provisioned for CLEC, CLEC will submit a Service Inquiry to AT&T SOUTHEAST REGION 9-STATE. If a spare 251(c)(3) Unbundled Loop facility that meets the 251(c)(3) Unbundled Loop modification specifications requested by CLEC is available at the location for which the ULM was requested, CLEC will have the option to change the 251(c)(3) Unbundled Loop facility to the qualifying spare facility rather than to provide ULM. In the event that AT&T SOUTHEAST REGION 9-STATE changes the 251(c)(3) Unbundled Loop facility in lieu of providing ULM, CLEC will not be charged for ULM but will only be charged the service order charges for submitting an order.
- 3.4 Loops and Subloops available under this Attachment are further identified in the Pricing Schedule and AT&T CLEC Online website.
- 3.5 Pricing/Rates:
- 3.5.1 The rates applicable to xDSL Loops, xDSL/UCSL Subloops, and the associated charges including without limitation, the applicable service order charges and charges for mechanized and manual Loop qualification, Loop conditioning and cross-connects are set forth in the Pricing Schedule.
- 3.5.2 In those instances specified herein, or in the event that AT&T-21STATE agrees to perform any additional work on CLEC's behalf that is not explicitly addressed in this Attachment or for work performed outside of standard business hours, CLEC shall pay Maintenance of Service charges as outlined on the AT&T CLEC Online website and within Attachment 07 - Operations Support Systems (OSS).

ATTACHMENT 15 - COORDINATED HOT CUT

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1.0 Introduction

1.1 This Attachment sets forth terms and conditions for Coordinated Hot Cut (CHC) provided by AT&T-13STATE and for Order Coordination (OC) and Order Coordination-Time Specific (OC-TS) provided by AT&T SOUTHEAST REGION 9-STATE.

2.0 Definitions

2.1 "Conversion of Service" means the matching of the disconnect of one Telecommunications product or service with the installation of another Telecommunications product or service.

2.2 "Designated Installation" means an installation of service occurring at a specific time of day as specified.

3.0 CHC and OC (CHC/OC) Service Description

3.1 CHC/OC is an optional manual service offering that permits CLEC to request a Designated Installation and/or Conversion of Service during or after normal business hours.

3.2 CHC/OC allows the Parties to coordinate the installation of the SL2 Loops (AT&T SOUTHEAST REGION 9-STATE), Unbundled Digital Loops and other Loops where CHC/OC may be purchased as an option, to CLEC's facilities in order to limit the time an End User may be without service. CHC/OC is available when the Loop is provisioned over an existing circuit that is currently providing service to the End User. CHC/OC for physical conversions will be scheduled at AT&T-21STATE's discretion during normal working hours on the committed due date.

3.3 CLEC will initiate the beginning of a CHC/OC by contacting the appropriate coordination center. This special request enables CLEC to schedule and coordinate particular provisioning requirements with AT&T-21STATE.

3.4 AT&T-21STATE may limit the number of service orders that can be coordinated based on workload and resources available. AT&T-21STATE shall approve the CHC/OC request on a non-discriminatory basis, by requesting carrier, and on a first come first served basis.

3.5 AT&T-21STATE reserves the right to suspend the availability of CHC/OC service during unanticipated heavy workload/activity periods. Heavy workload includes any unanticipated volume of work that impacts AT&T-21STATE's ability to provide its baseline service. Where time permits, AT&T-21STATE will make every effort to notify CLEC when such unanticipated activities occur.

4.0 CHC/OC Pricing

4.1 CHC/OC is a time sensitive labor operation. Total charges are determined by a number of factors including the volume of lines, day of the week, and the time of day requested for the coordinated cut.

4.2 When CLEC orders CHC/OC service, AT&T-21STATE shall charge and CLEC agrees to pay for CHC/OC service at the "additional labor" or "Time and Material" rates set forth in the Pricing Schedule.

4.3 In the event AT&T-21STATE fails to meet a CHC/OC service commitment for reasons within the control of AT&T-21STATE, AT&T-21STATE will not charge CLEC a CHC/OC service charge. However, in the event AT&T-21STATE misses a CHC/OC service commitment due to reasons outside of AT&T-21STATE's control, including but not limited to actions of CLEC, its agent or End User, the CHC/OC service charge will still apply. For example, if CLEC requests any change to an order with CHC/OC service including, but not limited to, no access to the CLEC's End User's premises, or CLEC/End User not ready to proceed with the order, the CHC/OC service charge will apply and AT&T-21STATE will not be obligated to ensure a CHC/OC for that order.

5.0 Order Coordination-Time Specific (OC-TS) AT&T SOUTHEAST REGION 9-STATE Only

5.1 OC-TS is a chargeable option for all Loops except Unbundled Copper Loops (UCL) and is billed in addition to the OC charge. CLEC may specify a time between 9:00 a.m. and 4:00 p.m. (local time) Monday through Friday, excluding AT&T SOUTHEAST REGION 9-STATE's holidays. If CLEC specifies a time outside this window, or selects a time or quantity of loops that requires AT&T SOUTHEAST REGION 9-STATE technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied based on the amount of overtime worked and in accordance with the rates set forth in the Pricing Schedule. The OC-TS charges for an order due on the same day at the same location will be applied on a per LSR basis.

ATTACHMENT 16 - RESALE

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1.0 Introduction

- 1.1 This Attachment sets forth terms and conditions for Resale Services provided by AT&T-21STATE to CLEC.
- 1.2 To the extent required by Section 251(c)(4) of the Act, AT&T-21STATE shall make available to CLEC for resale at wholesale rates Telecommunications Services that AT&T-21STATE provides at retail to End Users who are not Telecommunications Carriers.
- 1.3 Each state-specific avoided cost discount applicable to rates paid by CLEC for the resale of Telecommunications Services is referred to herein as a Resale Discount. Where available, Resale Discounts are listed in the Pricing Schedule; if not listed in the Pricing Schedule, the Resale Discount(s) and/or rate(s) as stated or reflected in the applicable Tariff shall apply.
- 1.4 Except as otherwise expressly provided herein, the state-specific Tariff(s) shall govern the terms, conditions and charges associated with the Telecommunications Services available to CLEC for resale, with the exception of any resale restrictions; provided, however, that any restrictions on further resale by the End User shall continue to apply. Use limitations shall be in parity with services offered by AT&T-21STATE to its End Users.
- 1.5 Any change to the rates, terms and conditions of any applicable Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.

2.0 Definitions

- 2.1 "Special Needs Services" means services for the physically disabled as defined in state-specific Tariffs.
- 2.2 "Tariff" means the most current state-specific retail and, where available, resale tariff(s) and/or Guidebook(s) (the latter as posted on the AT&T CLEC Online website).

3.0 General Provisions

- 3.1 AT&T-21STATE's obligation to provide Resale Services under this Attachment is subject to availability of existing facilities. CLEC may resell Telecommunications Services provided hereunder only in those service areas in which such Resale Services or any feature or capability thereof are concurrently offered to AT&T-21STATE's End Users at retail.
- 3.2 **AT&T-21STATE has no obligation to make services available at the Resale Discount to CLEC for its own use or for the use of one or more of its parent, Affiliates, subsidiaries or similarly-related entities. CLEC shall not use any Resale Service to avoid the rates, terms and conditions of AT&T-21STATE's corresponding retail Tariff(s). Moreover,** CLEC shall not use any Resale Service to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other Telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local Exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail Telecommunications.
- 3.3 Notwithstanding any other provision in this Agreement or in any applicable Tariff, once a service has been grandfathered it is available to CLEC for resale at the Resale Discount pursuant to the rates, terms and conditions of the state-specific retail Tariff and only:
 - (i) to the same End User; and
 - (ii) at that End User's existing location, both at the time of grandfathering.
- 3.4 CLEC shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the Tariff(s) applicable to the state(s) in which service is being offered.
- 3.5 Except where otherwise explicitly permitted in AT&T-21STATE's Tariff(s), CLEC shall not permit the sharing of a service by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.
- 3.6 CLEC shall only resell services provided under this Attachment to the same category of End User(s) to whom AT&T-21STATE offers such services (for example, residence service shall not be resold to business End Users).

- 3.6.1 Where available for Resale in accordance with state-specific Tariffs, CLEC may resell Special Needs Services and/or low income assistance services (e.g., LifeLine and Link-Up) to End Users who are eligible for each such service. To the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User meets all the Tariff eligibility requirements, has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and state Tariffs.
- 3.6.2 CLEC as a reseller of Lifeline and Link-up Services hereby certifies that it has and will comply with the FCC requirements governing the Lifeline and Link-Up programs as set forth in 47 C.F.R. § 54.417(a) and (b). This includes the requirements set forth in AT&T's GSST, Sections A3.31 and A4.4.7.
- 3.6.3 CLEC shall maintain documentation of FCC or applicable state eligibility to prove compliance with the Lifeline and Link-Up programs for the three (3) full preceding calendar years, and CLEC shall provide such documentation to the FCC or its Administrator upon request.
 - 3.6.3.1 CLEC hereby permits AT&T to provide the FCC or its Administrator, USAC, or any Commission information concerning CLEC's participation in Lifeline and Link-Up programs.
- 3.6.4 AT&T-21STATE will provide the Lifeline Service to CLEC at the applicable Lifeline Local Exchange Tariff or Guidebook rate, less an additional CLEC state discount as specified in the applicable Pricing Schedule. AT&T-21STATE is the entity eligible to apply to and receive support from the applicable state Universal Service Fund and the Federal Universal Service Fund for the Lifeline Service.
- 3.7 When ordering services that have an eligibility requirement (e.g., available only in a "retention", "winback", or "competitive acquisition" setting), CLEC shall maintain (and provide to AT&T-21STATE upon reasonable request) appropriate documentation, including, but not limited to, original end user service order data, evidencing the eligibility of its End Users for such offering or promotion. AT&T-21STATE may request up to one (1) audit for each promotion per twelve (12) month period that may cover up to the preceding twenty-four (24) month period.
- 3.8 Promotions of ninety (90) calendar days or less ("Short-Term Promotions") shall not be available for Resale, whether at the Resale Discount or otherwise; provided, however, that AT&T-21STATE shall offer Short-Term Promotions for Resale at no Resale Discount in a particular state if and only to the extent required by Commission order in that state.
- 3.9 CLEC shall pay the Federal End User Common Line (EUCL) charge and any other appropriate Commission-approved charges, as set forth in the appropriate Tariff(s), for each local exchange line furnished to CLEC under this Attachment.
- 3.10 To the extent allowable by law, CLEC shall be responsible for both Primary Interexchange Carrier (PIC) and Local Primary IntraLATA Presubscription (LPIC) change charges associated with each local Exchange line furnished to CLEC under this Attachment. CLEC shall pay all charges for PIC and LPIC changes at the rates set forth in the Pricing Schedule or, if any such rate is not listed in the Pricing Schedule, then as set forth in the applicable Tariff.
- 3.11 If CLEC is in violation of any provision of this Attachment, AT&T-21STATE will notify CLEC of the violation in writing ("Resale Notice"). Such Resale Notice shall refer to the specific provision being violated. CLEC will have thirty (30) calendar days to correct the violation and notify AT&T-21STATE in writing that the violation has been corrected. AT&T-21STATE will bill CLEC a sum equal to the charges that would have been billed by AT&T-21STATE to CLEC or any Third Party but for the stated violation.
- 3.12 Should CLEC dispute the stated violation, CLEC must notify AT&T-21STATE in writing of the specific details and reasons for its dispute within fourteen (14) calendar days of receipt of the Resale Notice from AT&T-21STATE and comply with the Dispute Resolution provisions of the General Terms and Conditions ("GT&C") of the Agreement ("Dispute Resolution provisions"). Resolution of any dispute under this Attachment shall also be conducted in compliance with the Dispute Resolution provisions in the GT&C.
- 3.13 Notwithstanding any other provision of this Agreement, CLEC acknowledges and agrees that the assumption (or resale to similarly-situated end users) of customer specific arrangement contracts, individual case basis contracts, or any other customer specific pricing contract is not addressed in this Agreement and that if CLEC would like to resell

such arrangements, it may only do so consistent with applicable law and after negotiating an amendment hereto that establishes the rates, terms and conditions thereof (including, without limitation, the wholesale discount, if any, associated with such resale). Such amendment will only be effective upon written execution by both Parties and approval by the Commission(s).

- 3.14 Except where otherwise required by law, CLEC shall not, without AT&T-21STATE's prior written authorization, offer the services covered by this Attachment using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of AT&T-21STATE or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with AT&T-21STATE in the provision of Telecommunications Services to CLEC's End Users.

4.0 Responsibilities of Parties

- 4.1 CLEC shall be responsible for modifying and connecting any of its systems with AT&T-21STATE-provided interfaces, as outlined in Attachment 07 – Operations Support Systems (OSS), and CLEC agrees to abide by AT&T-21STATE procedures for ordering Resale Services. CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations, and assumes responsibility for applicable charges as specified in Section 258(b) of the Act.
- 4.2 CLEC shall release End User accounts in accordance with the directions of its End Users or an End User's authorized agent. When a CLEC End User switches to another carrier, AT&T-21STATE is free to reclaim the End User or process orders for another carrier, as applicable.
- 4.3 CLEC will have the ability to report trouble for its End Users to the appropriate AT&T-21STATE maintenance center(s) twenty-four (24) hours a day, seven (7) days a week, or otherwise shall be in parity with the ability offered by AT&T-21STATE to its End Users. CLEC will be assigned Maintenance Center(s) when CLEC's initial service agreements are made. CLEC End Users calling AT&T-21STATE will be referred to CLEC at the telephone number(s) provided by CLEC to AT&T-21STATE. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch AT&T-21STATE's network facilities, except that CLEC may perform inside wire repair or installation on the customer side of the NID at a customer premise.
- 4.4 CLEC's End Users' activation of Call Trace and annoying call complaints shall be handled by the AT&T-21STATE operations centers responsible for handling such requests. AT&T-21STATE shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC. AT&T-21STATE shall be indemnified, defended and held harmless by CLEC and/or the End User against any claim, loss or damage arising from providing this information to CLEC. It is the responsibility of CLEC to take the corrective action necessary with its End User who makes annoying calls. Failure to do so will result in AT&T-21STATE taking corrective action, up to and including disconnecting the End User's service.
- 4.5 CLEC acknowledges that information AT&T-21STATE provides to law enforcement agencies at the agency's direction (e.g., Call Trace data) shall be limited to available billing number and address information, along with call detail records if requested of AT&T-21STATE pursuant to subpoena. It shall be CLEC's responsibility to provide additional information necessary for any law enforcement agency's investigation.
- 4.5.1 In addition to any other indemnity obligations in this Agreement, CLEC shall indemnify AT&T-21STATE against any Claim that insufficient information led to inadequate prosecution.
- 4.5.2 AT&T-21STATE shall handle law enforcement requests in accordance with the Law Enforcement provisions of the GT&Cs of the Agreement.

5.0 Billing and Payment of Rates and Charges

- 5.1 CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC's location and its End Users' service locations.
- 5.1.1 Interexchange carried traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T-21STATE for billing to Resale End User accounts will be returned as

unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T-21STATE.

5.2 AT&T-21STATE shall not be responsible for the manner in which utilization of Resale Services or the associated charges are allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.

5.2.1 Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services. **AT&T-21STATE shall provide CLEC with the option to obtain detailed monthly billing detail which, at a minimum, meets all regulatory requirements for detailed billing and which provides the telephone number and rate of each resold line billed for that month, along with any optional features for each line and the rate associated with each optional feature billed.** *Unless otherwise agreed by the Parties, AT&T-21STATE shall provide monthly billing detail to CLEC at no cost to CLEC which, at a minimum, meets all regulatory requirements of FCC Order 99-72 for detailed billing. Detailed bills shall provide the telephone number and rate of each resold line billed for that month, along with any optional features for each line and the rate associated with each optional feature billed. Detailed bills shall also provide a description of any non-recurring charges and the cost of each, along with a detail of any usage-based charges. Each charge, including monthly recurring, non-recurring and usage shall clearly identify which telephone number the charges applies to.*

5.2.2 If CLEC does not wish to be responsible for payment of charges for calling card, collect, or third number billed calls (Alternately Billed Traffic or "ABT") or toll and information services (for example, 900 calls), CLEC must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

6.0 **Ancillary Services**

6.1 E911 Emergency Service: The terms and conditions for the provision of AT&T-21STATE 911 services are contained in Attachment 05 – 911/E911.

6.2 White Pages: The rates, terms and conditions for the provision of White Pages services are contained in White Pages section of Attachment 06 - Customer Information Services.

6.3 Resale Operator Services and Directory Assistance (OS/DA): The rates, terms and conditions for reselling AT&T-21STATE OS/DA services are contained in OS/DA section of Attachment 06 - Customer Information Services.

6.4 Payphone Services: CLEC may provide certain local Telecommunications Services to Payphone Service Providers (PSPs) for PSPs' use in providing payphone service. Rates for Payphone Services are established under the provisions of Section 276 of the Federal Telecommunications Act of 1996 and are not eligible for the Resale Discount unless required by State Commission order(s). However, given certain billing system limitations, the Resale Discount may be applied to Payphone Services, unless and until AT&T-21STATE is able to modify its billing system, and AT&T-21STATE may issue true-up bills in accordance with the provisions set forth in Section 12.19 of the General Terms and Conditions.

7.0 **CLEC Initiated Suspension of Service**

7.1 See applicable Tariff(s) for rates, terms and conditions regarding Suspension of Service.

- 7.2 CLEC may offer to resell Customer Initiated Suspension and Restoral Service, as defined in the applicable Tariff(s), to its End Users. This service is not considered a Telecommunications Service and will receive no Resale Discount unless required by Commission order(s).
- 7.3 AT&T-21STATE will offer Suspension of Service to CLEC for the purpose of CLEC initiated suspension of service of the CLEC's End Users. This service is not considered a Telecommunications Service and will receive no Resale Discount, unless required by Commission order(s).

PRICING SCHEDULE

1.0 Pricing Schedule

- 1.1 This Attachment sets forth the pricing terms and conditions. The rate tables included in this Attachment may be divided into categories. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.
- 1.2 Replacement of Non-Interim Rates
- 1.2.1 Certain of the current rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Current Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.2, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Current Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Current Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable (i.e., not an order or docket relating only to a specific complaint or interconnection agreement arbitration) to the Interconnection Services, either Party may provide written notice ("Rate Change Notice") to the other Party, after the effective date of such order, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Current Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any written amendment or further Commission action, CLEC's billing tables will be updated to reflect (and CLEC shall pay) the Modified Rate(s), pursuant to timeframes as specifically set forth in Section 1.2.1.1 below and Section 1.2.1.3 below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Section 1.2.1.1 below and Section 1.2.1.3 below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Current Rate(s) were replaced by the Modified Rate(s), and shall submit such amendment to the Commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided:
- 1.2.1.1 If the Rate Change Notice is issued by a Party within ninety (90) calendar days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and AT&T-21STATE will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established current Rate(s) for the period after the effective date of the order, in accordance herewith.
- 1.2.1.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.2.1.3 In the event that a Party issues a Rate Change Notice under this Section 1.2 above, but not within ninety (90) calendar days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, on a prospective basis only, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Current Rate(s) with the Modified Rate(s) if the terms and conditions of this Section 1.2 above were not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (containing this Section 1.2.) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established current Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.2 above.

1.3 Replacement of Interim Rates

- 1.3.1 Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Interconnection Services specifically identified herein as interim, either Party may, within ninety (90) calendar days after the effective date of such Commission order, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the new Commission-established rate(s) ("Replacement Rates") to replace and supersede the Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, AT&T-21STATE will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.
- 1.3.2 If the Replacement Rate Notice is given within ninety (90) calendar days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and AT&T-21STATE will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Interim Rates for the period after the effective date of this Agreement, in accordance herewith.
- 1.3.3 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.3.4 In the event that a Party issues a Rate Notice under this Section 1.3 above, but not within ninety (90) calendar days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.
- 1.3.5 In the event the terms and conditions of this Section 1.3 above were not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.3 above) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.3 above.

1.4 Notice to Adopting CLECs

- 1.4.1 Notwithstanding anything to the contrary in this Pricing Schedule and Agreement, in the event that any other CLEC should seek to adopt the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the current and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between AT&T-21STATE and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any adopting CLEC is foreclosed from making any such claim hereunder.
- 1.4.2 AT&T-21STATE obligation, under this Agreement, per the GT&C is to only provide Interconnection Services for which complete rates, terms and conditions are contained in this Agreement. Accordingly, to the extent CLEC orders a product or service for which there are not complete rates, terms and conditions contained in this Agreement, AT&T-21STATE may reject the order. CLEC must amend this Agreement to allow ordering

of products and services for which complete rates, terms and conditions did not exist as of the Effective Date of the Agreement to the extent such product or service is still available at the time of the request. In the event that CLEC orders, and AT&T-21STATE provisions, a product or service to CLEC for which there are not complete rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

- 1.4.3 CLEC shall pay for the product or service provisioned to CLEC at the rates set forth in AT&T-21STATE's applicable intrastate tariff(s) for the product or service or, to the extent there are no tariff rates, terms or conditions available for the product or service in the applicable state, then CLEC shall pay for the product or service at AT&T-21STATE's current generic contract rate for the product or service set forth in AT&T-21STATE's applicable state-specific generic Pricing Sheet as published on the AT&T CLEC Online website; or
 - 1.4.4 CLEC will be billed and shall pay for the product or service as provided in Section 1.4.3 above, and AT&T-21STATE may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.4.2 above. If CLEC and AT&T-21STATE cannot agree on rates, terms, and conditions either Party may institute the Dispute Resolution provisions as contained in the GT&Cs.
 - 1.4.5 AT&T-21STATE's provisioning of orders for such Interconnection Services is expressly subject to this Section 1.4.2 above, and in no way constitutes a waiver of AT&T-21STATE's right to charge and collect payment for such products and/or services.
 - 1.4.6 Where the rate for an AT&T-21STATE Interconnection Service is identified as a tariffed rate, any changes to the tariff rate shall be automatically incorporated into this Agreement. The issuance of a Commission Order approving such rate change shall be the only Notice required under this Agreement. Provided however, should a tariff or tariff rate, incorporated into this Agreement, be withdrawn or invalidated in any way during the term of this Agreement, the last rate in effect at the time of such withdrawal or invalidation shall continue to apply during the remaining term of this Agreement.
 - 1.4.7 The Resale Discount applicable to purchases of Resold Services in each State is the current Commission-approved rate. Any Commission approved or ordered change in the Resale discount for Resold Services shall be automatically incorporated into this Agreement for the state in which such Commission approves or orders the change. The issuance of the Commission Order approving such change shall be the only Notice required under this Agreement.
- 1.5 Establishment of "TBD" Rates
- 1.5.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or no rate is shown, the Parties understand and agree that when a rate, price or charge is established by AT&T-21STATE for that Interconnection Service and incorporated into AT&T-21STATE's current state-specific Generic Pricing Sheet as published on the AT&T CLEC Online website, that rate(s) ("Established Rate") shall automatically apply to the Interconnection Service provided under this Agreement back to the Effective Date of this Agreement as to any orders CLEC submitted and AT&T-21STATE provisioned for that Interconnection Service without the need for any additional modification(s) to this Agreement or further Commission action. AT&T-21STATE shall provide Written Notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the Effective Date of the Agreement. The Parties shall negotiate a conforming amendment, which shall reflect the Established Rate that applies to such Product or Service pursuant to this Section 1.5 above, and shall submit such Amendment to the State Commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, AT&T-21STATE shall bill CLEC to reflect the application of the Established Rate retroactively to the Effective Date of the Agreement between the Parties.

1.5.2 AT&T-21STATE's provisioning of such orders for such Interconnection Services is expressly subject to this Section 1.5 above and in no way constitutes a waiver of AT&T-21STATE's right to charge and collect payment for such Interconnection Services.

1.6 Recurring Charges

1.6.1 Unless otherwise identified in the Pricing Sheet, where rates are shown as monthly, a month will be defined as a thirty (30) day calendar month. The minimum term for each monthly rated Interconnection Services will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for Interconnection Services, if applicable, will be specified in the rate tables included in this Attachment.

1.6.2 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed AT&T-21STATE will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, AT&T-21STATE will round up to the next whole mile before determining the mileage and applying rates.

1.7 Non-Recurring Charges:

1.7.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "non-recurring charges".

1.7.2 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each 251(c)(3) UNE.

1.7.3 When CLEC converts an End-User currently receiving non-complex service from AT&T-21STATE, without any facilities rearrangements to AT&T-21STATE's network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.

1.7.4 CLEC shall pay the applicable service order processing/administration charge for each service order submitted by CLEC to AT&T-21STATE to process a request for installation, disconnection, rearrangement, change, or record order.

1.7.5 In some cases, Commissions have ordered AT&T-21STATE to separate disconnect costs and installation costs into two separate nonrecurring charges. Accordingly, unless otherwise noted in this Agreement, the Commission-ordered disconnect charges will be applied at the time the disconnect activity is performed by AT&T-21STATE, regardless of whether or not a disconnect order is issued by CLEC.

1.7.6 Time and Material charges, also known as Additional Labor Charges, are defined in the Price Sheet contained herein.

1.7.7 Loop Zone charges are defined in the Price Sheet contained herein.

1.8 AT&T CALIFORNIA only:

1.8.1 The Pricing Sheet contained in this Agreement contains both zone and statewide rates for many of the Rate Element Descriptions contained within the Unbundled Exchange Access Loop Product. CLEC must select either zone rates or statewide rates for these rate elements upon the establishment of the BAN(s) for CLEC in California.

1.8.1.1 CLEC will indicate on the WEST - UNE/UNE-P/LWC™/Commercial Agreements BAN REQUEST FORM which type of rates that the CLEC wants to be billed: Zone or Statewide. The form is provided to CLEC in the West Implementation Checklist for Facility-Based/LWC/Resale package.

1.8.1.2 Once CLEC selects either the zone or statewide rate, that rate type will remain for the life of the contract.

Line #s Filed in Arb Response	Attachment	Sta te	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	AT&T Proposed Monthly Recurring Charge (MRC)	A I & I Proposed Non- Recurring Charge (NRC) First	A I & I Proposed Non- Recurring Charge (NRC) Additional	CLEC Proposed Monthly Recurring Charge (MRC)	CLEC Proposed Non- Recurring Charge (NRC) First	CLEC Proposed Non- Recurring Charge (NRC) Additional	Per Unit
1	16	FL	RESALE APPLICABLE DISCOUNTS	Residence %				21.83						
2	16	FL	RESALE APPLICABLE DISCOUNTS	Business %				16.81						
3	16	FL	RESALE APPLICABLE DISCOUNTS	CSAs %				16.81						
4	7REGSE	FL	SYSTEMS (OSS) - "REGIONAL RATES"	RESALE - OPERATIONS SUPPORT		SOME				3.50	0.00			LSR
5	7REGSE	FL	SYSTEMS (OSS) - "REGIONAL RATES"	RESALE - OPERATIONS SUPPORT		SOME				3.50	0.00			LSR
6	7REGSE	FL	SYSTEMS (OSS) - "REGIONAL RATES"	RESALE - OPERATIONS SUPPORT		SOMAN				19.99	0.00			LSR
7	7REGSE	FL	SYSTEMS (OSS) - "REGIONAL RATES"	RESALE - OPERATIONS SUPPORT		SOMAN				19.99	0.00			LSR
8	11	FL	RESALE - ODUF/EODUF SERVICES	ODUF: Recording, per message				0.0000071						message
9	11	FL	RESALE - ODUF/EODUF SERVICES	ODUF: Message Processing, per message				0.002146						message
10	11	FL	RESALE - ODUF/EODUF SERVICES	ODUF: Message Processing, per Magnetic Tape provisioned				35.91						Magnetic Tape provisioned
11	11	FL	RESALE - ODUF/EODUF SERVICES	ODUF: Data Transmission (CONNECT:DIRECT), per message				0.00010375						message
12	11	FL	RESALE - ODUF/EODUF SERVICES	EODUF: Message Processing, per message				0.080698						message
13	16	FL	USING LINE CLASS CODES (SCR-LCC)	RESALE - SELECTIVE CALL ROUTING						93.55	93.55			Per Request Per Switch
14	16	FL	USING LINE CLASS CODES (SCR-LCC)	RESALE - SELECTIVE CALL ROUTING						12.71	12.71			Per Request Per Switch
15	16	FL	via OLNS SOFTWARE	RESALE - DIRECTORY ASSISTANCE								300.00	300.00	announcement
16	16	FL	via OLNS SOFTWARE	RESALE - DIRECTORY ASSISTANCE								150.00	150.00	per Switch per OCN
17	16	FL	UNBRANDING via OLNS SOFTWARE	RESALE - DIRECTORY ASSISTANCE								150.00	150.00	OCN
18	16	FL	UNBRANDING via OLNS SOFTWARE	RESALE - DIRECTORY ASSISTANCE								16.00	16.00	per Switch per OCN
19	16	FL	via OLNS SOFTWARE	RESALE - OPERATOR ASSISTANCE								7,000.00	7,000.00	announcement
20	16	FL	via OLNS SOFTWARE	RESALE - OPERATOR ASSISTANCE								500.00	500.00	per shelf/NAV per OCN
21	16	FL	via OLNS SOFTWARE	RESALE - OPERATOR ASSISTANCE								1,170.00	1,170.00	per Switch per OCN
22	16	FL	via OLNS SOFTWARE	RESALE - OPERATOR ASSISTANCE								1,200.00	1,200.00	OCN
23	7REGSE	FL	OPERATIONS SUPPORT SYSTEMS	RESALE - OPERATOR ASSISTANCE		SOME				3.50	0.00			LSR
24	7REGSE	FL	OPERATIONS SUPPORT SYSTEMS	RESALE - OPERATOR ASSISTANCE		SOME				3.50	0.00			LSR
25	7REGSE	FL	OPERATIONS SUPPORT SYSTEMS	RESALE - OPERATOR ASSISTANCE		SOMAN				11.90	0.00			LSR
26	7REGSE	FL	OPERATIONS SUPPORT SYSTEMS	RESALE - OPERATOR ASSISTANCE		SOMAN				1.83	0.00			LSR

				UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48,										
27	7	FL CHARGE	UNE SERVICE DATE ADVANCEMENT	UNE Expedite Charge per Circuit or Line Assignable										
28	7	FL ORDER MODIFICATION CHARGE	FL ORDER MODIFICATION CHARGE	USOC	SDASP	200.00				20.00				LSR
29	7	FL ORDER MODIFICATION CHARGE	FL ORDER MODIFICATION CHARGE	Order Modification Charge (OMC)		26.21	0.00			0.00				
30	7	FL ORDER MODIFICATION CHARGE	FL ORDER MODIFICATION CHARGE	Order Modification Charge (OMC) [DISCONNECT]		0.00	0.00							
31	7	FL ORDER MODIFICATION CHARGE	FL ORDER MODIFICATION CHARGE	Order Modification Additional Dispatch Charge (OMCAD)		150.00	0.00			70.00				
32	13	FL LOOP	UNBUNDLED EXCHANGE ACCESS	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1	UEANL	UEAL2	1	10.69	49.57	22.83				
33	13	FL LOOP	UNBUNDLED EXCHANGE ACCESS	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 [DISCONNECT]	UEANL	UEAL2	1	25.62	6.57		5.00	5.00		
34	13	FL LOOP	UNBUNDLED EXCHANGE ACCESS	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEAL2	2	15.20	49.57	22.83				
35	13	FL LOOP	UNBUNDLED EXCHANGE ACCESS	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT]	UEANL	UEAL2	2	25.62	6.57		5.00	5.00		
36	13	FL LOOP	UNBUNDLED EXCHANGE ACCESS	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEAL2	3	26.97	49.57	22.83				
37	13	FL LOOP	UNBUNDLED EXCHANGE ACCESS	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT]	UEANL	UEAL2	3	25.62	6.57		5.00	5.00		
38	13	FL LOOP	UNBUNDLED EXCHANGE ACCESS	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1	UEANL	UEASL	1	10.69	49.57	22.83				
39	13	FL LOOP	UNBUNDLED EXCHANGE ACCESS	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 [DISCONNECT]	UEANL	UEASL	1	25.62	6.57		5.00	5.00		
40	13	FL LOOP	UNBUNDLED EXCHANGE ACCESS	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEASL	2	15.20	49.57	22.83				
41	13	FL LOOP	UNBUNDLED EXCHANGE ACCESS	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT]	UEANL	UEASL	2	25.62	6.57		5.00	5.00		
42	13	FL LOOP	UNBUNDLED EXCHANGE ACCESS	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEASL	3	26.97	49.57	22.83				
43	13	FL LOOP	UNBUNDLED EXCHANGE ACCESS	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT]	UEANL	UEASL	3	25.62	6.57		5.00	5.00		
44	13	FL LOOP	UNBUNDLED EXCHANGE ACCESS	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC		9.00	9.00					loop
45	13	FL LOOP	UNBUNDLED EXCHANGE ACCESS	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL		23.02						LSR
46	13	FL LOOP	UNBUNDLED EXCHANGE ACCESS	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN		49.57	22.83			10.00		2 Wire Voice Loop-SL1
47	13	FL LOOP	UNBUNDLED EXCHANGE ACCESS	Bulk Migration, per 2 Wire Voice Loop-SL1 [DISCONNECT]	UEANL	UREPN		25.62	6.57		0.00	0.00		2 Wire Voice Loop-SL1
48	13	FL LOOP	UNBUNDLED EXCHANGE ACCESS	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM		9.00	9.00					2 Wire Voice Loop-SL1
49	14	FL LOOP	UNBUNDLED EXCHANGE ACCESS	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	UEQ	UEQ2X	1	7.69	44.98	20.90				
50	14	FL LOOP	UNBUNDLED EXCHANGE ACCESS	2-Wire Unbundled Copper Loop - Non-Designed Zone 1 [DISCONNECT]	UEQ	UEQ2X	1	24.88	6.45		5.00	5.00		

51	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	UEQ	UEQ2X	2	10.92	44.98	20.90			
52	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 [DISCONNECT]	UEQ	UEQ2X	2		24.88	6.45	5.00	5.00	
53	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3	19.38	44.98	20.90			
54	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 [DISCONNECT]	UEQ	UEQ2X	3		24.88	6.45	5.00	5.00	
55	15	UNBUNDLED EXCHANGE ACCESS FL LOOP	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC			9.00	9.00			loop
56	15	UNBUNDLED EXCHANGE ACCESS FL LOOP	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN			44.98	20.90		5.00	2 Wire UCL-ND
57	15	UNBUNDLED EXCHANGE ACCESS FL LOOP	Bulk Migration, per 2 Wire UCL-ND [DISCONNECT]	UEQ	UREPN			24.88	6.45	0.00	0.00	2 Wire UCL-ND
58	15	UNBUNDLED EXCHANGE ACCESS FL LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM			9.00	9.00			2 Wire UCL-ND
59	13	UNBUNDLED EXCHANGE ACCESS FL LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES			8.98	8.98			per UNE Loop, Single LSR, per DS0
60	13	UNBUNDLED EXCHANGE ACCESS FL LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URES			8.98	8.98			per UNE Loop, Spreadsheet, per DS0
61	15	UNBUNDLED EXCHANGE ACCESS FL LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN		135.75	82.47		44.98	5.00	2 Wire Voice Loop-SL2
62	15	UNBUNDLED EXCHANGE ACCESS FL LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM			0.00	0.00			2 Wire Voice Loop-SL2
63	13	UNBUNDLED EXCHANGE ACCESS FL LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1	18.89	167.86	115.15	99.14	45.66	
64	13	UNBUNDLED EXCHANGE ACCESS FL LOOP	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	UEA	UEAL4	1		67.08	15.56	5.00	5.00	
65	13	UNBUNDLED EXCHANGE ACCESS FL LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2	26.84	167.86	115.15	99.14	45.66	
66	13	UNBUNDLED EXCHANGE ACCESS FL LOOP	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	UEA	UEAL4	2		67.08	15.56	5.00	5.00	
67	13	UNBUNDLED EXCHANGE ACCESS FL LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3	47.62	167.86	115.15	99.14	45.66	
68	13	UNBUNDLED EXCHANGE ACCESS FL LOOP	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	UEA	UEAL4	3		67.08	15.56	5.00	5.00	
69	13	UNBUNDLED EXCHANGE ACCESS FL LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES			8.98	8.98			per UNE Loop, Single LSR, per DS0
70	13	UNBUNDLED EXCHANGE ACCESS FL LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URES			8.98	8.98			per UNE Loop, Spreadsheet, per DS0
71	13	UNBUNDLED EXCHANGE ACCESS FL LOOP	2-Wire ISDN Digital Grade Loop - Zone 1	UDN	U1L2X	1	19.28	147.69	94.41	7.69	44.98	20.90
72	13	UNBUNDLED EXCHANGE ACCESS FL LOOP	2-Wire ISDN Digital Grade Loop - Zone 1 [DISCONNECT]	UDN	U1L2X	1		62.23	10.71		5.00	5.00
73	13	UNBUNDLED EXCHANGE ACCESS FL LOOP	2-Wire ISDN Digital Grade Loop - Zone 2	UDN	U1L2X	2	27.40	147.69	94.41	10.92	44.98	20.90
74	13	UNBUNDLED EXCHANGE ACCESS FL LOOP	2-Wire ISDN Digital Grade Loop - Zone 2 [DISCONNECT]	UDN	U1L2X	2		62.23	10.71		5.00	5.00
75	13	UNBUNDLED EXCHANGE ACCESS FL LOOP	2-Wire ISDN Digital Grade Loop - Zone 3	UDN	U1L2X	3	48.62	147.69	94.41	19.38	44.98	20.90
76	13	UNBUNDLED EXCHANGE ACCESS FL LOOP	2-Wire ISDN Digital Grade Loop - Zone 3 [DISCONNECT]	UDN	U1L2X	3		62.23	10.71		5.00	5.00
77	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1	UAL	UAL2X	1	8.30	149.53	103.85		44.98	20.90
78	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1 [DISCONNECT]	UAL	UAL2X	1		75.05	15.63		5.00	5.00
79	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2	UAL	UAL2X	2	11.80	149.53	103.85		44.98	20.90
80	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2 [DISCONNECT]	UAL	UAL2X	2		75.05	15.63		5.00	5.00
81	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3	UAL	UAL2X	3	20.94	149.53	103.85		44.98	20.90
82	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3 [DISCONNECT]	UAL	UAL2X	3		75.05	15.63		5.00	5.00
83	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1	UAL	UAL2W	1	8.30	124.83	71.12		44.98	20.90
84	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1 [DISCONNECT]	UAL	UAL2W	1		60.64	9.12		5.00	5.00
85	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2	UAL	UAL2W	2	11.80	124.83	71.12		44.98	20.90

86	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2 [DISCONNECT]	UAL	UAL2W	2	60.64	9.12	5.00	5.00	
87	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3	UAL	UAL2W	3	20.94	124.83	71.12	44.98	20.90
88	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3 [DISCONNECT]	UAL	UAL2W	3	60.64	9.12	5.00	5.00	
89	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1	UHL	UHL2X	1	7.22	159.09	113.41	44.98	20.90
90	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1 [DISCONNECT]	UHL	UHL2X	1	75.05	15.63	5.00	5.00	
91	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2	UHL	UHL2X	2	10.26	159.09	113.41	44.98	20.90
92	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2 [DISCONNECT]	UHL	UHL2X	2	75.05	15.63	5.00	5.00	
93	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3	UHL	UHL2X	3	18.21	159.09	113.41	44.98	20.90
94	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3 [DISCONNECT]	UHL	UHL2X	3	75.05	15.63	5.00	5.00	
95	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	UHL	UHL2W	1	7.22	134.40	80.69	44.98	20.90
96	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1 [DISCONNECT]	UHL	UHL2W	1	60.64	9.12	5.00	5.00	
97	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	UHL	UHL2W	2	10.26	134.40	80.69	44.98	20.90
98	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2 [DISCONNECT]	UHL	UHL2W	2	60.64	9.12	5.00	5.00	
99	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	UHL	UHL2W	3	18.21	134.40	80.69	44.98	20.90
100	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3 [DISCONNECT]	UHL	UHL2W	3	60.64	9.12	5.00	5.00	
101	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1	UHL	UHL4X	1	10.86	193.31	138.98	99.14	45.66
102	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1 [DISCONNECT]	UHL	UHL4X	1	77.15	12.61	5.00	5.00	
103	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2	UHL	UHL4X	2	15.44	193.31	138.98	99.14	45.66
104	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2 [DISCONNECT]	UHL	UHL4X	2	77.15	12.61	5.00	5.00	
105	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3	UHL	UHL4X	3	27.39	193.31	138.98	99.14	45.66
106	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3 [DISCONNECT]	UHL	UHL4X	3	77.15	12.61	5.00	5.00	
107	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	UHL	UHL4W	1	10.86	168.62	115.47	99.14	45.66
108	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1 [DISCONNECT]	UHL	UHL4W	1	62.74	11.22	5.00	5.00	
109	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	UHL	UHL4W	2	15.44	168.62	115.47	99.14	45.66
110	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2 [DISCONNECT]	UHL	UHL4W	2	62.74	11.22	5.00	5.00	
111	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	UHL	UHL4W	3	27.39	168.62	115.47	99.14	45.66
112	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3 [DISCONNECT]	UHL	UHL4W	3	62.74	11.22	5.00	5.00	
113	13	UNBUNDLED EXCHANGE ACCESS FL LOOP	4-Wire DS1 Digital Loop - Zone 1	USL	USLXX	1	70.74	313.75	181.48	5.00	5.00
114	13	UNBUNDLED EXCHANGE ACCESS FL LOOP	4-Wire DS1 Digital Loop - Zone 1 [DISCONNECT]	USL	USLXX	1	61.22	13.53	5.00	5.00	
115	13	UNBUNDLED EXCHANGE ACCESS FL LOOP	4-Wire DS1 Digital Loop - Zone 2	USL	USLXX	2	100.54	313.75	181.48	5.00	5.00
116	13	UNBUNDLED EXCHANGE ACCESS FL LOOP	4-Wire DS1 Digital Loop - Zone 2 [DISCONNECT]	USL	USLXX	2	61.22	13.53	5.00	5.00	
117	13	UNBUNDLED EXCHANGE ACCESS FL LOOP	4-Wire DS1 Digital Loop - Zone 3	USL	USLXX	3	178.39	313.75	181.48	5.00	5.00

118	13	UNBUNDLED EXCHANGE ACCESS FL LOOP	4-Wire DS1 Digital Loop - Zone 3 [DISCONNECT]	USL	USLXX	3	61.22	13.53	5.00	5.00	
119	13	UNBUNDLED EXCHANGE ACCESS FL LOOP	4-Wire DS1 Digital Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)	USL	URES		8.98	8.98			per UNE Loop, Single LSR, per DS1
120	13	UNBUNDLED EXCHANGE ACCESS FL LOOP	4-Wire DS1 Digital Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)	USL	URES		8.98	8.98			per UNE Loop, Single LSR, per DS1
121	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1	UCL	UCLPB	1	8.30	148.50	102.82	44.98	20.90
122	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1 [DISCONNECT]	UCL	UCLPB	1		75.05	15.63	5.00	5.00
123	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2	UCL	UCLPB	2	11.80	148.50	102.82	44.98	20.90
124	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2 [DISCONNECT]	UCL	UCLPB	2		75.05	15.63	5.00	5.00
125	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3	UCL	UCLPB	3	20.94	148.50	102.82	44.98	20.90
126	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3 [DISCONNECT]	UCL	UCLPB	3		75.05	15.63	5.00	5.00
127	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1	UCL	UCLPW	1	8.30	123.81	70.09	44.98	20.90
128	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1 [DISCONNECT]	UCL	UCLPW	1		60.64	9.12	5.00	5.00
129	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2	UCL	UCLPW	2	11.80	123.81	70.09	44.98	20.90
130	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2 [DISCONNECT]	UCL	UCLPW	2		60.64	9.12	5.00	5.00
131	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3	UCL	UCLPW	3	20.94	123.81	70.09	44.98	20.90
132	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3 [DISCONNECT]	UCL	UCLPW	3		60.64	9.12	5.00	5.00
133	15	UNBUNDLED EXCHANGE ACCESS FL LOOP	2-Wire Unbundled Copper Loop - Order Coordination for Unbundled Copper Loops (per loop)	UCL	UCLMC			9.00	9.00		loop
134	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1	UCL	UCL4S	1	11.83	177.87	132.76	99.14	45.66
135	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1 [DISCONNECT]	UCL	UCL4S	1		77.15	17.73	5.00	5.00
136	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2	UCL	UCL4S	2	16.81	177.87	132.76	99.14	45.66
137	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2 [DISCONNECT]	UCL	UCL4S	2		77.15	17.73	5.00	5.00
138	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3	UCL	UCL4S	3	29.82	177.87	132.76	99.14	45.66
139	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3 [DISCONNECT]	UCL	UCL4S	3		77.15	17.73	5.00	5.00
140	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1	UCL	UCL4W	1	11.83	153.18	100.03	99.14	45.66
141	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1 [DISCONNECT]	UCL	UCL4W	1		62.74	11.22	5.00	5.00
142	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2	UCL	UCL4W	2	16.81	153.18	100.03	99.14	45.66
143	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2 [DISCONNECT]	UCL	UCL4W	2		62.74	11.22	5.00	5.00
144	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3	UCL	UCL4W	3	29.82	153.18	100.03	99.14	45.66
145	14	UNBUNDLED EXCHANGE ACCESS FL LOOP	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3 [DISCONNECT]	UCL	UCL4W	3		62.74	11.22	5.00	5.00
146	15	UNBUNDLED EXCHANGE ACCESS FL LOOP	4-Wire Copper Loop - Order Coordination for Unbundled Copper Loops (per loop)	UCL	UCLMC			9.00	9.00		loop
147	15	UNBUNDLED EXCHANGE ACCESS FL LOOP	4-Wire Copper Loop - Order Coordination for Specified Conversion Time (per LSR)	UEA, UDN, UAL, UHL, UDL, USL	OCOSL			23.02			LSR

148	13	FL UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1	12.24	135.75	82.47	44.98	20.90	
149	13	FL UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAL2	1		63.53	12.01	5.00	5.00	
150	13	FL UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2	17.40	135.75	82.47	44.98	20.90	
151	13	FL UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAL2	2		63.53	12.01	5.00	5.00	
152	13	FL UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3	30.87	135.75	82.47	44.98	20.90	
153	13	FL UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAL2	3		63.53	12.01	5.00	5.00	
154	13	FL UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1	12.24	135.75	82.47	44.98	20.90	
155	13	FL UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAR2	1		63.53	12.01	5.00	5.00	
156	13	FL UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2	17.40	135.75	82.47	44.98	20.90	
157	13	FL UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAR2	2		63.53	12.01	5.00	5.00	
158	13	FL UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3	30.87	135.75	82.47	44.98	20.90	
159	13	FL UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAR2	3		63.53	12.01	5.00	5.00	
160	13	FL UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES			8.98	8.98			per UNE Loop, Single LSR, per DS0
161	13	FL UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URES			8.98	8.98			per UNE Loop, Spreadsheet, per DS0
162	13	FL UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL			11.21	1.10			
163	13	FL UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1	18.89	167.86	115.15	99.14	45.66	
164	13	FL UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	NTCVG	UEAL4	1		67.08	15.56	5.00	5.00	
165	13	FL UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2	26.84	167.86	115.15	99.14	45.66	
166	13	FL UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	NTCVG	UEAL4	2		67.08	15.56	5.00	5.00	
167	13	FL UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3	47.62	167.86	115.15	99.14	45.66	
168	13	FL UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	NTCVG	UEAL4	3		67.08	15.56	5.00	5.00	
169	13	FL UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES			8.98	8.98			per UNE Loop, Single LSR, per DS0
170	13	FL UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URES			8.98	8.98			per UNE Loop, Spreadsheet, per DS0
171	13	FL UNE LOOP COMMINGLING	4-Wire DS1 Digital Loop - Zone 1	NTCD1	USLXX	1	70.74	313.75	181.48			
172	13	FL UNE LOOP COMMINGLING	4-Wire DS1 Digital Loop - Zone 1 [DISCONNECT]	NTCD1	USLXX	1		61.22	13.53	5.00	5.00	
173	13	FL UNE LOOP COMMINGLING	4-Wire DS1 Digital Loop - Zone 2	NTCD1	USLXX	2	100.54	313.75	181.48			
174	13	FL UNE LOOP COMMINGLING	4-Wire DS1 Digital Loop - Zone 2 [DISCONNECT]	NTCD1	USLXX	2		61.22	13.53	5.00	5.00	
175	13	FL UNE LOOP COMMINGLING	4-Wire DS1 Digital Loop - Zone 3	NTCD1	USLXX	3	178.39	313.75	181.48			
176	13	FL UNE LOOP COMMINGLING	4-Wire DS1 Digital Loop - Zone 3 [DISCONNECT]	NTCD1	USLXX	3		61.22	13.53	5.00	5.00	
177	13	FL UNE LOOP COMMINGLING	4-Wire DS1 Digital Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)	NTCD1	URES			8.98	8.98			per UNE Loop, Single LSR, per DS1
178	13	FL UNE LOOP COMMINGLING	4-Wire DS1 Digital Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)	NTCD1	URES			8.98	8.98			per UNE Loop, Spreadsheet, per DS1
179	13	FL UNE LOOP COMMINGLING	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1	NTCUD	UDL2X	1	22.20	161.56	108.85			
180	13	FL UNE LOOP COMMINGLING	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1 [DISCONNECT]	NTCUD	UDL2X	1		67.08	15.56			
181	13	FL UNE LOOP COMMINGLING	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2	NTCUD	UDL2X	2	31.56	161.56	108.85			
182	13	FL UNE LOOP COMMINGLING	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2 [DISCONNECT]	NTCUD	UDL2X	2		67.08	15.56			
183	13	FL UNE LOOP COMMINGLING	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3	NTCUD	UDL2X	3	55.99	161.56	108.85			
184	13	FL UNE LOOP COMMINGLING	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3 [DISCONNECT]	NTCUD	UDL2X	3		67.08	15.56			
185	13	FL UNE LOOP COMMINGLING	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1	NTCUD	UDL4X	1	22.20	161.56	108.85			
186	13	FL UNE LOOP COMMINGLING	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1 [DISCONNECT]	NTCUD	UDL4X	1		67.08	15.56			
187	13	FL UNE LOOP COMMINGLING	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2	NTCUD	UDL4X	2	31.56	161.56	108.85			

188	13	FL UNE LOOP COMMINGLING	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2	NTCUD	UDL4X	2		67.08	15.56	
189	13	FL UNE LOOP COMMINGLING	[DISCONNECT] 4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3	NTCUD	UDL4X	3	55.99	161.56	108.85	
190	13	FL UNE LOOP COMMINGLING	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3	NTCUD	UDL4X	3		67.08	15.56	
191	13	FL UNE LOOP COMMINGLING	[DISCONNECT] 4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1	NTCUD	UDL9X	1	22.20	161.56	108.85	
192	13	FL UNE LOOP COMMINGLING	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1	NTCUD	UDL9X	1		67.08	15.56	
193	13	FL UNE LOOP COMMINGLING	[DISCONNECT] 4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2	NTCUD	UDL9X	2	31.56	161.56	108.85	
194	13	FL UNE LOOP COMMINGLING	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2	NTCUD	UDL9X	2		67.08	15.56	
195	13	FL UNE LOOP COMMINGLING	[DISCONNECT] 4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3	NTCUD	UDL9X	3	55.99	161.56	108.85	
196	13	FL UNE LOOP COMMINGLING	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3	NTCUD	UDL9X	3		67.08	15.56	
197	13	FL UNE LOOP COMMINGLING	[DISCONNECT] 4 Wire Unbundled Digital Loop 19.2 Kbps - Zone 1	NTCUD	UDL19	1	22.20	161.56	108.85	
198	13	FL UNE LOOP COMMINGLING	4 Wire Unbundled Digital Loop 19.2 Kbps - Zone 1	NTCUD	UDL19	1		67.08	15.56	
199	13	FL UNE LOOP COMMINGLING	[DISCONNECT] 4 Wire Unbundled Digital Loop 19.2 Kbps - Zone 2	NTCUD	UDL19	2	31.56	161.56	108.85	
200	13	FL UNE LOOP COMMINGLING	4 Wire Unbundled Digital Loop 19.2 Kbps - Zone 2	NTCUD	UDL19	2		67.08	15.56	
201	13	FL UNE LOOP COMMINGLING	[DISCONNECT] 4 Wire Unbundled Digital Loop 19.2 Kbps - Zone 3	NTCUD	UDL19	3	55.99	161.56	108.85	
202	13	FL UNE LOOP COMMINGLING	4 Wire Unbundled Digital Loop 19.2 Kbps - Zone 3	NTCUD	UDL19	3		67.08	15.56	
203	13	FL UNE LOOP COMMINGLING	[DISCONNECT] 4 Wire Unbundled Digital Loop 56 Kbps - Zone 1	NTCUD	UDL56	1	22.20	161.56	108.85	
204	13	FL UNE LOOP COMMINGLING	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1	NTCUD	UDL56	1		67.08	15.56	
205	13	FL UNE LOOP COMMINGLING	[DISCONNECT] 4 Wire Unbundled Digital Loop 56 Kbps - Zone 2	NTCUD	UDL56	2	31.56	161.56	108.85	
206	13	FL UNE LOOP COMMINGLING	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2	NTCUD	UDL56	2		67.08	15.56	
207	13	FL UNE LOOP COMMINGLING	[DISCONNECT] 4 Wire Unbundled Digital Loop 56 Kbps - Zone 3	NTCUD	UDL56	3	55.99	161.56	108.85	
208	13	FL UNE LOOP COMMINGLING	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3	NTCUD	UDL56	3		67.08	15.56	
209	13	FL UNE LOOP COMMINGLING	[DISCONNECT] 4 Wire Unbundled Digital Loop 64 Kbps - Zone 1	NTCUD	UDL64	1	22.20	161.56	108.85	
210	13	FL UNE LOOP COMMINGLING	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1	NTCUD	UDL64	1		67.08	15.56	
211	13	FL UNE LOOP COMMINGLING	[DISCONNECT] 4 Wire Unbundled Digital Loop 64 Kbps - Zone 2	NTCUD	UDL64	2	31.56	161.56	108.85	
212	13	FL UNE LOOP COMMINGLING	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2	NTCUD	UDL64	2		67.08	15.56	
213	13	FL UNE LOOP COMMINGLING	[DISCONNECT] 4 Wire Unbundled Digital Loop 64 Kbps - Zone 3	NTCUD	UDL64	3	55.99	161.56	108.85	
214	13	FL UNE LOOP COMMINGLING	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3	NTCUD	UDL64	3		67.08	15.56	
215	13	FL UNE LOOP COMMINGLING	[DISCONNECT] 4 Wire Unbundled Digital Loop 19.2, 56 or 64 Kbps - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCUD	URES			8.98	8.98	per UNE Loop, Single LSR, per DS0
216	13	FL UNE LOOP COMMINGLING	4 Wire Unbundled Digital Loop 19.2, 56 or 64 Kbps - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCUD	URES			8.98	8.98	per UNE Loop, Spreadsheet, per DS0
217	15	FL UNE LOOP COMMINGLING	4 Wire Unbundled Digital Loop 19.2, 56 or 64 Kbps - Order Coordination for Specified Conversion Time (per LSR)	NTCUD, UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	OCOSL			23.02		LSR
218	13	FL MAINTENANCE OF SERVICE	Maintenance of Service Charge, Basic Time, per half hour	MVVBT	ULS			80.00	55.00	half hour

219	13	FL MAINTENANCE OF SERVICE	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, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVOT	90.00	65.00	half hour
220	13	FL MAINTENANCE OF SERVICE	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, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVPT	100.00	75.00	half hour
221	14	FL 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, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L	0.00	0.00	Unbundled Loop
222	14	FL LOOP MODIFICATION	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop	UHL, UCL, UEA, UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM4L	0.00	0.00	Unbundled Loop
223	14	FL LOOP MODIFICATION	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop	UEANL, UEPSR, UEPSB	ULMBT	10.52	10.52	Unbundled Loop
224	13MR-SL	FL SUB-LOOPS	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	UEANL, UEF	USBSA	487.23		Cross Box Location Per Cross Box Location - Per 25 Pair Panel Set-Up Building Equipment Room
225	13MR-SL	FL SUB-LOOPS	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	UEANL, UEF	USBSB	6.25		
226	13MR-SL	FL SUB-LOOPS	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	UEANL	USBSC	169.25		

227	13MR-SL	FL SUB-LOOPS	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	UEANL	USBSD			38.65			Per Building Equipment Room - Per 25 Pair Panel Set-Up	
228	13MR-SL	FL SUB-LOOPS	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1	UEANL	USBN2	1	6.46	60.19	21.78		2 Wire Analog Voice Grade Loop	
229	13MR-SL	FL SUB-LOOPS	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	UEANL	USBN2	1		47.50	5.26	5.00	5.00	2 Wire Analog Voice Grade Loop
230	13MR-SL	FL SUB-LOOPS	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2	UEANL	USBN2	2	9.18	60.19	21.78		2 Wire Analog Voice Grade Loop	
231	13MR-SL	FL SUB-LOOPS	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	UEANL	USBN2	2		47.50	5.26	5.00	5.00	2 Wire Analog Voice Grade Loop
232	13MR-SL	FL SUB-LOOPS	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3	UEANL	USBN2	3	16.29	60.19	21.78		2 Wire Analog Voice Grade Loop	
233	13MR-SL	FL SUB-LOOPS	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	UEANL	USBN2	3		47.50	5.26	5.00	5.00	2 Wire Analog Voice Grade Loop
234	13	FL SUB-LOOPS	Order Coordination for Unbundled Sub-Loops, per sub-loop pair	UEANL	USBMC			9.00	9.00			sub-loop pair
235	13MR-SL	FL SUB-LOOPS	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1	UEANL	USBN4	1	7.37	68.83	30.42			4 Wire Analog Voice Grade Loop
236	13MR-SL	FL SUB-LOOPS	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	UEANL	USBN4	1		49.71	6.60	5.00	5.00	4 Wire Analog Voice Grade Loop
237	13MR-SL	FL SUB-LOOPS	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2	UEANL	USBN4	2	10.47	68.83	30.42			4 Wire Analog Voice Grade Loop
238	13MR-SL	FL SUB-LOOPS	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	UEANL	USBN4	2		49.71	6.60	5.00	5.00	4 Wire Analog Voice Grade Loop
239	13MR-SL	FL SUB-LOOPS	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3	UEANL	USBN4	3	18.58	68.83	30.42			4 Wire Analog Voice Grade Loop
240	13MR-SL	FL SUB-LOOPS	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	UEANL	USBN4	3		49.71	6.60	5.00	5.00	4 Wire Analog Voice Grade Loop
241	13MR-SL	FL SUB-LOOPS	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	UEANL	USBR2		3.96	51.84	13.44			
242	13MR-SL	FL SUB-LOOPS	Sub-Loop 2-Wire Intrabuilding Network Cable (INC) [DISCONNECT]	UEANL	USBR2			47.50	5.26	5.00	5.00	
243	13MR-SL	FL SUB-LOOPS	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	UEANL	USBR4		9.37	55.91	17.51			
244	13MR-SL	FL SUB-LOOPS	Sub-Loop 4-Wire Intrabuilding Network Cable (INC) [DISCONNECT]	UEANL	USBR4			49.71	6.60	5.00	5.00	
245	13MR-SL	FL SUB-LOOPS	Loop Testing - Basic 1st Half Hour	UEANL	URET1			77.09	0.00			
246	13MR-SL	FL SUB-LOOPS	Loop Testing - Basic Additional Half Hour	UEANL	URETA			33.12	33.12			
247	13MR-SL	FL SUB-LOOPS	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	UEF	UCS2X	1	5.15	60.19	21.78			
248	13MR-SL	FL SUB-LOOPS	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1 [DISCONNECT]	UEF	UCS2X	1		47.50	5.26	5.00	5.00	
249	13MR-SL	FL SUB-LOOPS	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	UEF	UCS2X	2	7.31	60.19	21.78			
250	13MR-SL	FL SUB-LOOPS	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2 [DISCONNECT]	UEF	UCS2X	2		47.50	5.26	5.00	5.00	
251	13MR-SL	FL SUB-LOOPS	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	UEF	UCS2X	3	12.98	60.19	21.78			
252	13MR-SL	FL SUB-LOOPS	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3 [DISCONNECT]	UEF	UCS2X	3		47.50	5.26	5.00	5.00	
253	13	FL SUB-LOOPS	Order Coordination for Unbundled Sub-Loops, per sub-loop pair	UEF	USBMC			9.00	9.00			sub-loop pair
254	13MR-SL	FL SUB-LOOPS	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	UEF	UCS4X	1	5.36	68.83	30.42			
255	13MR-SL	FL SUB-LOOPS	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1 [DISCONNECT]	UEF	UCS4X	1		49.71	6.60	5.00	5.00	
256	13MR-SL	FL SUB-LOOPS	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	UEF	UCS4X	2	7.61	68.83	30.42			
257	13MR-SL	FL SUB-LOOPS	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2 [DISCONNECT]	UEF	UCS4X	2		49.71	6.60	5.00	5.00	
258	13MR-SL	FL SUB-LOOPS	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	UEF	UCS4X	3	13.51	68.83	30.42			
259	13MR-SL	FL SUB-LOOPS	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3 [DISCONNECT]	UEF	UCS4X	3		49.71	6.60	5.00	5.00	
260	13MR-SL	FL SUB-LOOPS	Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops	UEF, UEANL	URETL			8.93	0.88			
261	13MR-SL	FL SUB-LOOPS	Loop Testing - Basic 1st Half Hour	UEF	URET1			48.65	0.00			
262	13MR-SL	FL SUB-LOOPS	Loop Testing - Basic Additional Half Hour	UEF	URETA			23.95	23.95			
263	13	FL SUB-LOOPS	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR	UEF	ULM2X			10.11	10.11			2-W PR
264	13	FL SUB-LOOPS	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR	UEF	ULM4X			10.11	10.11			4-W PR
265	13	FL SUB-LOOPS	Unbundled Sub-Loop Modification, Removal of Bridge Tap, per unbundled loop	UEF	ULMBT			15.58	15.58			unbundled loop
266	13MR-SL	FL SUB-LOOPS	Unbundled Network Terminating Wire (UNTW) per Pair	UENTW	UENPP		0.4572	18.02				pair
267	13	FL ADDITIONAL NETWORK ELEMENTS	Network Interface Device (NID) - 1-2 lines	UENTW	UND12			71.49	48.87			
268	13	FL ADDITIONAL NETWORK ELEMENTS	Network Interface Device (NID) - 1-6 lines	UENTW	UND16			113.89	89.07			

269	13	FL ADDITIONAL NETWORK ELEMENTS	Network Interface Device Cross Connect - 2 W	UENTW	UNDC2	7.63	7.63			
270	13	FL ADDITIONAL NETWORK ELEMENTS	Network Interface Device Cross Connect - 4W	UENTW	UNDC4	7.63	7.63			
				UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD,						
271	13	UNE OTHER, PROVISIONING ONLY - NO FL RATE	Unbundled Contact Name, Provisioning Only - no rate	NTCD1, USL	UNECN	0.00	0.00			
272	13	UNE OTHER, PROVISIONING ONLY - NO FL RATE	Unbundled DS1 Loop - Superframe Format Option - no rate	USL, NTCD1	CCOSF		0.00			
273	13	UNE OTHER, PROVISIONING ONLY - NO FL RATE	Unbundled DS1 Loop - Expanded Superframe Format option - no rate	USL, NTCD1	CCOEF		0.00			
274	13	UNE OTHER, PROVISIONING ONLY - NO FL RATE	NID - Dispatch and Service Order for NID installation	UENTW	UNDBX	0.00	0.00			
275	13MR-SL	UNE OTHER, PROVISIONING ONLY - NO FL RATE	UNTW Circuit Establishment, Provisioning Only - No Rate	UENTW	UENCE	0.00	0.00			
276	14	FL LOOP MAKE-UP	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).	UMK	UMKLV	52.17	52.17		working or spare facility queried	
277	14	FL LOOP MAKE-UP	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).	UMK	UMKLP	55.07	55.07		spare facility queried	
278	14	FL LOOP MAKE-UP	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)	UMK	UMKMQ	0.6784	0.6784		working or spare facility queried	
279	13	FL UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	0.1856			mile	
280	13	FL UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1	88.44	105.54	98.47	21.35	
281	13	FL UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination [DISCONNECT]	U1TD1	U1TF1	21.47	19.05			
282	13	FL UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	3.87			mile	
283	13	FL UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	1,071.00	335.46	219.28	121.50	
284	13	FL UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination [DISCONNECT]	U1TD3	U1TF3	72.03	70.56			
285	13	FL UNBUNDLED DEDICATED TRANSPORT	Stand Alone or in Combination - Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof	UDF	1L5DF	26.85			Per Four Fiber Strands, Per Route Mile Or Fraction Thereof	
286	13	FL UNBUNDLED DEDICATED TRANSPORT	Stand Alone or in Combination - Dark Fiber - Interoffice Transport	UDF	UDF14		751.34	193.88	Per Four Fiber Strands, Per Termination	
287	13	FL LOOP HIGH CAPACITY UNBUNDLED LOCAL	Stand Alone - DS3 Unbundled Local Loop - per mile	UE3	1L5ND	10.92			mile	
288	13	FL LOOP HIGH CAPACITY UNBUNDLED LOCAL	Stand Alone - DS3 Unbundled Local Loop - Facility Termination	UE3	UE3PX	386.88	556.37	343.01	298.76 298.76	
289	13	FL LOOP HIGH CAPACITY UNBUNDLED LOCAL	Stand Alone - DS3 Unbundled Local Loop - Facility Termination [DISCONNECT]	UE3	UE3PX		139.13	96.84	5.00 5.00	
290	13	FL ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1	18.89	127.59	60.54	99.14 45.66
291	13	FL ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1 [DISCONNECT]	UNCVX	UEAL4	1		48.00	6.31	5.00 5.00
292	13	FL ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2	26.84	127.59	60.54	99.14 45.66
293	13	FL ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2 [DISCONNECT]	UNCVX	UEAL4	2		48.00	6.31	5.00 5.00
294	13	FL ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3	47.62	127.59	60.54	99.14 45.66
295	13	FL ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3 [DISCONNECT]	UNCVX	UEAL4	3		48.00	6.31	5.00 5.00
296	13	FL ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1	70.74	217.75	121.62	
297	13	FL ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 [DISCONNECT]	UNC1X	USLXX	1		51.44	14.45	5.00 5.00
298	13	FL ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2	UNC1X	USLXX	2	100.54	217.75	121.62	
299	13	FL ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT]	UNC1X	USLXX	2		51.44	14.45	5.00 5.00
300	13	FL ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3	UNC1X	USLXX	3	178.39	217.75	121.62	
301	13	FL ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT]	UNC1X	USLXX	3		51.44	14.45	5.00 5.00
302	13	FL ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	10.92			.94	mile
303	13	FL ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	386.88	244.42	154.73		
304	13	FL ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination [DISCONNECT]	UNC3X	UE3PX		67.10	26.27		5.00 5.00
305	13	FL ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	0.1856				mile

306	13	FL ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	88.44	174.46	122.46				
307	13	FL ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination [DISCONNECT]	UNC1X	U1TF1		45.61	17.95		5.00	5.00	
308	13	FL ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	3.87			.94			mile
309	13	FL ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	1,071.00	320.00	138.20	50.50	95	75	
310	13	FL ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination [DISCONNECT]	UNC3X	U1TF3		38.60	18.81		5.00	5.00	
311	13	FL ADDITIONAL NETWORK ELEMENTS	Optional Features & Functions: Clear Channel Capability Extended Frame Option - per DS1	UNC1X	CCOEF		0.00					DS1
312	13	FL ADDITIONAL NETWORK ELEMENTS	Optional Features & Functions: Clear Channel Capability Super FrameOption - per DS1	UNC1X	CCOSF		0.00					DS1
313	13	FL ADDITIONAL NETWORK ELEMENTS	Optional Features & Functions: Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	UNC1X, USL	NRCCC		184.92	23.82				DS1
314	13	FL ADDITIONAL NETWORK ELEMENTS	Optional Features & Functions: Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1 [DISCONNECT]	UNC1X, USL	NRCCC		2.07	0.80				DS1
315	13	FL ADDITIONAL NETWORK ELEMENTS	Optional Features & Functions: C-bit Parity Option - Subsequent Activity - per DS3	UNC3X, U1TD3, UE3	NRCC3		219.09	7.67				DS3
316	13	FL ADDITIONAL NETWORK ELEMENTS	Optional Features & Functions: C-bit Parity Option - Subsequent Activity - per DS3 [DISCONNECT]	UNC3X	NRCC3		0.773	0.00				DS3
317	13	FL ADDITIONAL NETWORK ELEMENTS	Optional Features & Functions: DS1/DS0 Channel System	UNC1X	MQ1	146.77	57.28	14.74	52.00			
318	13	FL ADDITIONAL NETWORK ELEMENTS	Optional Features & Functions: DS1/DS0 Channel System [DISCONNECT]	UNC1X	MQ1		1.50	1.34				
319	13	FL ADDITIONAL NETWORK ELEMENTS	Optional Features & Functions: DS3/DS1Channel System	UNC3X	MQ3	211.19	115.60	56.54	150.00			
320	13	FL ADDITIONAL NETWORK ELEMENTS	Optional Features & Functions: DS3/DS1Channel System [DISCONNECT]	UNC3X	MQ3		12.16	4.26				
321	13	FL ADDITIONAL NETWORK ELEMENTS	Optional Features & Functions: Voice Grade COCI in combination	UNCVX	1D1VG	1.38	6.71	4.84				
322	13	FL ADDITIONAL NETWORK ELEMENTS	Voice Grade COCI - for 2W-SL2 & 4W Voice Grade Local Loop	UEA	1D1VG	1.38	6.71	4.84				
323	13	FL ADDITIONAL NETWORK ELEMENTS	Voice Grade COCI - for 2W-SL2 & 4W Voice Grade Local Loop [DISCONNECT]	UEA	1D1VG		0.00	0.00				
324	13	FL ADDITIONAL NETWORK ELEMENTS	Optional Features & Functions: DS1 COCI in combination	UNC1X	UC1D1	13.76	6.71	4.84				
325	13	FL ADDITIONAL NETWORK ELEMENTS	Optional Features & Functions: DS1 COCI in combination [DISCONNECT]	UNC1X	UC1D1		0.00	0.00				
326	13	FL ADDITIONAL NETWORK ELEMENTS	Optional Features & Functions: DS1 COCI - for Stand Alone Interoffice Channel	U1TD1	UC1D1	13.76	6.71	4.84				
327	13	FL ADDITIONAL NETWORK ELEMENTS	Optional Features & Functions: DS1 COCI - for Stand Alone Interoffice Channel [DISCONNECT]	U1TD1	UC1D1		0.00	0.00				
328	13	FL ADDITIONAL NETWORK ELEMENTS	Optional Features & Functions: DS1 COCI - for DS1 Local Loop	USL, NTC1D1	UC1D1	13.76	6.71	4.84				
329	13	FL ADDITIONAL NETWORK ELEMENTS	Optional Features & Functions: DS1 COCI - for DS1 Local Loop [DISCONNECT]	USL, NTC1D1, UNCVX, UNC1X, UNC3X, XDH1X, HFQC6, XDD2X, XDV6X	UC1D1		0.00	0.00				
330	13	FL ADDITIONAL NETWORK ELEMENTS	Optional Features & Functions: Wholesale - UNE, Switch-As-Is Conversion Charge	UNCVX, UNC1X, UNC3X, XDH1X, HFQC6, XDD2X, XDV6X	UNCCC		8.98	8.98				
331	13	FL ADDITIONAL NETWORK ELEMENTS	Optional Features & Functions: Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)	U1TD3, UDF, UE3	URES1		8.98	8.98				LSR
332	13	FL ADDITIONAL NETWORK ELEMENTS	Optional Features & Functions: Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet	U1TVX, U1TD3, UDF, UE3	URES1		8.98	8.98				circuit on a spreadsheet
333	13	FL ADDITIONAL NETWORK ELEMENTS	Service Rearrangements - NRC - Order Coordination Specific Time - Dedicated Transport	UNC1X, UNC3X	OCOSR		18.90	18.90				
334	13	FL COMMINGLING	Commingled VG COCI	XDV2X	1D1VG	1.38	10.07	7.08				
335	13	FL COMMINGLING	Commingled VG COCI [DISCONNECT]	XDV2X	1D1VG		0.00	0.00				
336	13	FL COMMINGLING	Commingled 4-wire Local Loop Zone 1	XDV6X	UEAL4	1	18.89	167.86	115.15	11.83	99.14	45.66
337	13	FL COMMINGLING	Commingled 4-wire Local Loop Zone 1 [DISCONNECT]	XDV6X	UEAL4	1	67.08	15.56		5.00	5.00	
338	13	FL COMMINGLING	Commingled 4-wire Local Loop Zone 2	XDV6X	UEAL4	2	26.84	167.86	115.15	16.81	99.14	45.66
339	13	FL COMMINGLING	Commingled 4-wire Local Loop Zone 2 [DISCONNECT]	XDV6X	UEAL4	2	67.08	15.56		5.00	5.00	
340	13	FL COMMINGLING	Commingled 4-wire Local Loop Zone 3	XDV6X	UEAL4	3	47.62	167.86	115.15	29.82	99.14	45.66
341	13	FL COMMINGLING	Commingled 4-wire Local Loop Zone 3 [DISCONNECT]	XDV6X	UEAL4	3	67.08	15.56		5.00	5.00	

342	13	FL COMMINGLING	Commingled DS1 COCI	XDH1X	UC1D1	13.76	10.07	7.08			
343	13	FL COMMINGLING	Commingled DS1 COCI [DISCONNECT]	XDH1X	UC1D1			0.00			
344	13	FL COMMINGLING	Commingled DS1 Interoffice Channel	XDH1X	U1TF1	88.44	105.54	98.47	34.93		
345	13	FL COMMINGLING	Commingled DS1 Interoffice Channel [DISCONNECT]	XDH1X	U1TF1		21.47	19.05			
346	13	FL COMMINGLING	Commingled DS1 Interoffice Channel Mileage	XDH1X	1L5XX	0.1856					
347	13	FL COMMINGLING	Commingled DS1/DS0 Channel System	XDH1X	MQ1	146.77	101.42	71.62	52.00		
348	13	FL COMMINGLING	Commingled DS1/DS0 Channel System [DISCONNECT]	XDH1X	MQ1		11.09	10.49			
349	13	FL COMMINGLING	Commingled DS1 Local Loop Zone 1	XDH1X	USLXX	1	70.74	313.75	181.48		
350	13	FL COMMINGLING	Commingled DS1 Local Loop Zone 1 [DISCONNECT]	XDH1X	USLXX	1		61.22	13.53		
351	13	FL COMMINGLING	Commingled DS1 Local Loop Zone 2	XDH1X	USLXX	2	100.54	313.75	181.48		
352	13	FL COMMINGLING	Commingled DS1 Local Loop Zone 2 [DISCONNECT]	XDH1X	USLXX	2		61.22	13.53		
353	13	FL COMMINGLING	Commingled DS1 Local Loop Zone 3	XDH1X	USLXX	3	178.39	313.75	181.48		
354	13	FL COMMINGLING	Commingled DS1 Local Loop Zone 3 [DISCONNECT]	XDH1X	USLXX	3		61.22	13.53		
355	13	FL COMMINGLING	Commingled DS3 Local Loop	HFQC6	UE3PX	386.88	566.37	343.01			
356	13	FL COMMINGLING	Commingled DS3 Local Loop [DISCONNECT]	HFQC6	UE3PX		137.13	96.84			
357	13	FL COMMINGLING	Commingled DS3/DS1 Channel System	HFQC6	MQ3	211.19	199.28	118.64	150.00		
358	13	FL COMMINGLING	Commingled DS3/DS1 Channel System [DISCONNECT]	HFQC6	MQ3		40.34	39.07			
359	13	FL COMMINGLING	Commingled DS3 Interoffice Channel	HFQC6	U1TF3	1,071.00	335.46	219.28	50.50	95	75.00
360	13	FL COMMINGLING	Commingled DS3 Interoffice Channel [DISCONNECT]	HFQC6	U1TF3		72.03	70.56		5.00	5.00
361	13	FL COMMINGLING	Commingled DS3 Interoffice Channel Mileage	HFQC6	1L5XX	3.87			.94		
362	13	FL COMMINGLING	UNE to Commingled Conversion Tracking	XDH1X, HFQC6	CMGUN	0.00	0.00	0.00			
363	13	FL COMMINGLING	UNE to Commingled Conversion Tracking [DISCONNECT]	XDH1X, HFQC6	CMGUN			0.00			
364	13	FL COMMINGLING	SPA to Commingled Conversion Tracking	XDH1X, HFQC6	CMGSP	0.00	0.00	0.00			
365	13	FL COMMINGLING	SPA to Commingled Conversion Tracking [DISCONNECT]	XDH1X, HFQC6	CMGSP		0.00	0.00			
366	4	FL LNP QUERY SERVICE	LNP Charge Per query			0.000852					query
367	4	FL LNP QUERY SERVICE	LNP Service Establishment Manual				13.83	13.83			
368	4	FL LNP QUERY SERVICE	LNP Service Establishment Manual [DISCONNECT]				12.71	12.71			
369	4	FL LNP QUERY SERVICE	LNP Service Provisioning with Point Code Establishment				655.50	334.88			
370	4	FL LNP QUERY SERVICE	LNP Service Provisioning with Point Code Establishment [DISCONNECT]				297.03	218.40			
371	5	FL 911 PBX LOCATE	911 PBX Locate Database Capability - Service Establishment per CLEC per End User Account	9PBDC	9PBEU		1,820.00				per CLEC per End User Account
372	5	FL 911 PBX LOCATE	911 PBX Locate Database Capability - Changes to TN Range or Customer Profile	9PBDC	9PBTN		182.14				
373	5	FL 911 PBX LOCATE	911 PBX Locate Database Capability - Per Telephone Number (Monthly)	9PBDC	9PBMM	0.07					telephone number
374	5	FL 911 PBX LOCATE	911 PBX Locate Database Capability - Change Company (Service Provider) ID	9PBDC	9PBPC		534.66				
375	5	FL 911 PBX LOCATE	911 PBX Locate Database Capability - PBX Locate Service Support per CLEC (Monthly)	9PBDC	9PBMR	178.80					CLEC
376	5	FL 911 PBX LOCATE	911 PBX Locate Database Capability - Service Order Charge	9PBDC	9PBSC		11.90				
377	2MR-AT	FL LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective through 6/30/17)			0.0007					MOU
378	2MR-AT	FL LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective 7/01/17)			0.00bk					MOU
379	2MR-AT	FL LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Multiple Tandem Switching, per MOU (applies to initial tandem only)			0.0006019					MOU
380	2MR-AT	FL LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Multiple Tandem Switching, per MOU (applies to initial tandem only)			0.0006019					MOU
381	2MR-AT	FL LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Installation Trunk Side Service - per DS0	OHD	TPP6X		21.73	8.19	0.00	0.00	DS0
382	2MR-AT	FL LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Installation Trunk Side Service - per DS0	OHD	TPP9X		21.73	8.19	0.00	0.00	DS0
383	2MR-AT	FL LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Dedicated End Office Trunk Port Service-per DS0	OHD	TDEOP	0.00					DS0/MOU
384	2MR-AT	FL LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Dedicated End Office Trunk Port Service-per DS1	OH1, OH1MS	TDE1P	0.00					DS1/MOU
385	2MR-AT	FL LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Dedicated Tandem Trunk Port Service-per DS0	OHD	TDWOP	0.00					DS0/MOU
386	2MR-AT	FL LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Dedicated Tandem Trunk Port Service-per DS1	OH1, OH1MS	TDW1P	0.00					DS1/MOU
387	2MR-AT	FL LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU (Effective through 6/30/18)			0.0000035					MILE/MOU

427	12	FL PHYSICAL COLLOCATION	Physical Collocation Administrative Only - Application Fee	CLO	PE1BL	760.91		50	
428	12	FL PHYSICAL COLLOCATION	Physical Collocation Administrative Only - Application Fee [DISCONNECT]	CLO	PE1BL	1.20			
429	12	FL PHYSICAL COLLOCATION	Space Preparation - Physical Collocation - Floor Space, per sq feet	CLO	PE1PJ	5.28			square foot
430	12	FL PHYSICAL COLLOCATION	Space Preparation - Physical Collocation - Space Enclosure, welded wire, first 50 square feet	CLO	PE1BX	171.12			
431	12	FL PHYSICAL COLLOCATION	Space Preparation - Physical Collocation - Space enclosure, welded wire, first 100 square feet	CLO	PE1BW	189.73			
432	12	FL PHYSICAL COLLOCATION	Space Preparation - Physical Collocation - Space enclosure, welded wire, each additional 50 square feet	CLO	PE1CW	18.61			
433	12	FL PHYSICAL COLLOCATION	Physical Collocation - Space Preparation - C.O. Modification per square ft.	CLO	PE1SK	2.38			square foot
434	12	FL PHYSICAL COLLOCATION	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot	CLO	PE1SL	2.50			square foot
435	12	FL PHYSICAL COLLOCATION	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage	CLO	PE1SM	84.93			cage
436	12	FL PHYSICAL COLLOCATION	Physical Collocation - Space Preparation - Firm Order Processing	CLO	PE1SJ	287.36			
437	12	FL PHYSICAL COLLOCATION	Space Preparation - Physical Collocation - Space Availability Report, per Central Office Requested	CLO	PE1SR	572.66		100	Central Office Requested
438	12	FL PHYSICAL COLLOCATION	Physical Collocation - Power, -48V DC Power - per Fused Amp Requested	CLO	PE1PL	7.80			Fused Amp Requested
439	12	FL PHYSICAL COLLOCATION	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp	CLO	PE1FB	5.26			Breaker Amp
440	12	FL PHYSICAL COLLOCATION	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp	CLO	PE1FD	10.53			Breaker Amp
441	12	FL PHYSICAL COLLOCATION	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp	CLO	PE1FE	15.80			Breaker Amp
442	12	FL PHYSICAL COLLOCATION	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp	CLO	PE1FG	36.47			Breaker Amp
443	12	FL PHYSICAL COLLOCATION	Physical Collocation - Power - DC power, per Used Amp	CLO	PE1FN	10.69			Used Amp
444	12	FL PHYSICAL COLLOCATION	Physical Collocation - 2-wire cross-connect, loop, provisioning	UEANL,UEQ,UNCNX,UEA,UCL,UAL,UHL,UDN,UNCVX	PE1P2	0.0208	7.32	5.37	
445	12	FL PHYSICAL COLLOCATION	Physical Collocation - 2-wire cross-connect, loop, provisioning [DISCONNECT]	UEANL,UEQ,UNCNX,UEA,UCL,UAL,UHL,UDN,UNCVX	PE1P2		4.58	2.71	
446	12	FL PHYSICAL COLLOCATION	Physical Collocation - 4-wire cross-connect, loop, provisioning	UEANL,UEQ,UNCNX,UEA,UCL,UAL,UHL,UDN,UNCVX,UNCDX,UCL,UDL,UEA,UHL	PE1P4	0.0416	8.00	5.75	
447	12	FL PHYSICAL COLLOCATION	Physical Collocation - 4-wire cross-connect, loop, provisioning [DISCONNECT]	UEANL,UEQ,UNCNX,UEA,UCL,UAL,UHL,UDN,UNCVX,UNCDX,UCL,UDL,UEA,UHL,WDS1L,WDS1S,UXTD1,ULDD1,USLEL,UNLD1,U1TD1,UNC1X,UEPSR,UEPSB,UEPSE,UEPSP,USL,UEPEX,UEPDX	PE1P4		5.00	2.69	
448	12	FL PHYSICAL COLLOCATION	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning	UEANL,UEQ,UNCNX,UEA,UCL,UAL,UHL,UDN,UNCVX,UNCDX,UCL,UDL,UEA,UHL,WDS1L,WDS1S,UXTD1,ULDD1,USLEL,UNLD1,U1TD1,UNC1X,UEPSR,UEPSB,UEPSE,UEPSP,USL,UEPEX,UEPDX	PE1P1	0.3786	7.88	6.25	

449	12	FL PHYSICAL COLLOCATION	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning [DISCONNECT]	WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSE, UEPSP, USL, UEPEX, UEPDX, UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNC3X, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPSP	PE1P1	1.35	0.9899	
450	12	FL PHYSICAL COLLOCATION	Physical Collocation - DS3 Cross-Connect, provisioning	UEPSE, UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNC3X, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPSP	PE1P3	4.16	32.40	31.03
451	12	FL PHYSICAL COLLOCATION	Physical Collocation - DS3 Cross-Connect, provisioning [DISCONNECT]	UEPSE, UEPSP	PE1P3	11.15	10.98	
452	12	FL PHYSICAL COLLOCATION	Physical Collocation - 2-Fiber Cross-Connect	CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	1.71	28.26	25.85
453	12	FL PHYSICAL COLLOCATION	Physical Collocation - 2-Fiber Cross-Connect [DISCONNECT]	CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	13.78	11.01	
454	12	FL PHYSICAL COLLOCATION	Physical Collocation - 4-Fiber Cross-Connect	UDL12, UDF, UDFCX	PE1F4	3.34	37.92	35.51

				ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX							
455	12	FL	PHYSICAL COLLOCATION	Physical Collocation - 4-Fiber Cross-Connect [DISCONNECT]	PE1F4	18.20	15.44				
456	12	FL	PHYSICAL COLLOCATION	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.	CLO	PE1ES	0.0008		per linear foot, per cable		
457	12	FL	PHYSICAL COLLOCATION	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.	CLO	PE1DS	0.0012		per linear foot, per cable		
458	12	FL	PHYSICAL COLLOCATION	Physical Collocation 2-Wire Cross Connect, Port	UEPSR, UEPSP, UEPSE, UEPSB, UEPSX, UEP2C	PE1R2	0.0208	7.32	5.37		
459	12	FL	PHYSICAL COLLOCATION	Physical Collocation 2-Wire Cross Connect, Port [DISCONNECT]	UEPSR, UEPSP, UEPSE, UEPSB, UEPSX, UEP2C	PE1R2		4.58	2.71		
460	12	FL	PHYSICAL COLLOCATION	Physical Collocation 4-Wire Cross Connect, Port	UEPDD, UEPEX,	PE1R4	0.0416	8.00	5.75		
461	12	FL	PHYSICAL COLLOCATION	Physical Collocation 4-Wire Cross Connect, Port [DISCONNECT]	UEPDD, UEPEX,	PE1R4		5.00	2.69		
462	12	FL	PHYSICAL COLLOCATION	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour	CLO	PE1BT		33.65	22.05	half hour	
463	12	FL	PHYSICAL COLLOCATION	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	half hour	
464	12	FL	PHYSICAL COLLOCATION	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour	CLO	PE1PT		55.62	35.73	half hour	
465	12	FL	PHYSICAL COLLOCATION	Physical Collocation - Security Access System - Security System per Central Office, per Sq. Ft.	CLO	PE1AY	0.0101			per Central Office, per square foot	
466	12	FL	PHYSICAL COLLOCATION	Physical Collocation - Security Access System - New Card Activation, per Card Activation (First), per State	CLO	PE1A1		38.95		per Card Activation (First), per State	
467	12	FL	PHYSICAL COLLOCATION	Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Request, per State, per Card	CLO	PE1AA		8.84		per Request, per State, per Card	
468	12	FL	PHYSICAL COLLOCATION	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card	CLO	PE1AR		28.78		card	
469	12	FL	PHYSICAL COLLOCATION	Physical Collocation - Security Access - Initial Key, per Key	CLO	PE1AK		23.28		key	
470	12	FL	PHYSICAL COLLOCATION	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key	CLO	PE1AL		23.28		key	
471	12	FL	PHYSICAL COLLOCATION	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request	CLO	PE1C9		79.52		per premises, per arrangement, per request	
472	12	FL	PHYSICAL COLLOCATION	Physical Collocation - Cable Records, per request	CLO	PE1CR	1,515.00	973.64	0	request	
473	12	FL	PHYSICAL COLLOCATION	Physical Collocation - Cable Records, per request [DISCONNECT]	CLO	PE1CR		256.35	5.00	0.00	request
474	12	FL	PHYSICAL COLLOCATION	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)	CLO	PE1CD		646.84	0	1	cable record
475	12	FL	PHYSICAL COLLOCATION	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records) [DISCONNECT]	CLO	PE1CD		362.41	0	0	cable record
476	12	FL	PHYSICAL COLLOCATION	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair	CLO	PE1CO		9.11			each 100 pair
477	12	FL	PHYSICAL COLLOCATION	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair [DISCONNECT]	CLO	PE1CO		10.80			each 100 pair
478	12	FL	PHYSICAL COLLOCATION	Physical Collocation, Cable Records, DS1, per T1 TIE	CLO	PE1C1		4.52		.05	T1 TIE
479	12	FL	PHYSICAL COLLOCATION	Physical Collocation, Cable Records, DS1, per T1 TIE [DISCONNECT]	CLO	PE1C1		5.35		.05	T1 TIE
480	12	FL	PHYSICAL COLLOCATION	Physical Collocation, Cable Records, DS3, per T3 TIE	CLO	PE1C3		15.81		.05	T3 TIE
481	12	FL	PHYSICAL COLLOCATION	Physical Collocation, Cable Records, DS3, per T3 TIE [DISCONNECT]	CLO	PE1C3		18.73		.05	T3 TIE
482	12	FL	PHYSICAL COLLOCATION	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)	CLO	PE1CB		169.96		.05	cable record

483	12	FL PHYSICAL COLLOCATION	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records) [DISCONNECT]	CLO	PE1CB	149.97				
484	12	FL PHYSICAL COLLOCATION	Physical Collocation, Cable Records,CAT5/RJ45	CLO	PE1C5	4.52			.05	cable record
485	12	FL PHYSICAL COLLOCATION	Physical Collocation, Cable Records,CAT5/RJ45 [DISCONNECT]	CLO	PE1C5	5.35			.05	
486	12	FL PHYSICAL COLLOCATION	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit	CLO	PE1BV	33.00				Voice Grade Circuit
487	12	FL PHYSICAL COLLOCATION	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit	CLO	PE1BO	33.00				DS0 Circuit
488	12	FL PHYSICAL COLLOCATION	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit	CLO	PE1B1	52.00				DS1 Circuit
489	12	FL PHYSICAL COLLOCATION	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit	CLO	PE1B3	52.00				DS3 Circuit
490	12	FL PHYSICAL COLLOCATION	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit	CLO	PE1BR	22.51				Voice Grade Circuit
491	12	FL PHYSICAL COLLOCATION	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit	CLO	PE1BP	22.51				DS0 Circuit
492	12	FL PHYSICAL COLLOCATION	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit	CLO	PE1BS	32.73				DS1 Circuit
493	12	FL PHYSICAL COLLOCATION	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit	CLO	PE1BE	32.73				DS3 Circuit
494	12	FL PHYSICAL COLLOCATION	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable	CLO	PE1PM	5.19				Entrance Cable
495	12	FL PHYSICAL COLLOCATION	Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)	CLO	PE1EC	994.12			250	cable
496	12	FL PHYSICAL COLLOCATION	Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice) [DISCONNECT]	CLO	PE1EC	43.84				cable
497	12	FL PHYSICAL COLLOCATION	Physical Collocation - Fiber Entrance Cable Installation, per Fiber	CLO	PE1ED	7.43				fiber
498	12	FL VIRTUAL COLLOCATION	Virtual Collocation - Application Fee	AMTFS	EAF	1,241.00				
499	12	FL VIRTUAL COLLOCATION	Virtual Collocation - Application Fee [DISCONNECT]	AMTFS	EAF	1.20				
500	12	FL VIRTUAL COLLOCATION	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application	AMTFS	VE1CA	564.81				application
501	12	FL VIRTUAL COLLOCATION	Virtual Collocation Administrative Only - Application Fee	AMTFS	VE1AF	760.91				
502	12	FL VIRTUAL COLLOCATION	Virtual Collocation Administrative Only - Application Fee [DISCONNECT]	AMTFS	VE1AF	1.20				
503	12	FL VIRTUAL COLLOCATION	Space Preparation - Virtual Collocation - Floor Space, per sq. ft.	AMTFS	ESPVX	5.28				square foot
504	12	FL VIRTUAL COLLOCATION	Virtual Collocation - Power, per fused amp	AMTFS	ESPAX	6.95				fused amp
505	12	FL VIRTUAL COLLOCATION	Virtual Collocation - Power, DC power, per Used Amp	AMTFS	VE1PF	10.69				used amp
506	12	FL VIRTUAL COLLOCATION	Virtual Collocation - 2-wire cross-connect, loop, provisioning	UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0201	7.32	5.37		
507	12	FL VIRTUAL COLLOCATION	Virtual Collocation - 2-wire cross-connect, loop, provisioning [DISCONNECT]	UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNX	UEAC2		4.58	2.71		
508	12	FL VIRTUAL COLLOCATION	Virtual Collocation - 4-wire cross-connect, loop, provisioning	UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0403	8.00	5.75		
509	12	FL VIRTUAL COLLOCATION	Virtual Collocation - 4-wire cross-connect, loop, provisioning [DISCONNECT]	UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4		5.00	2.69		
510	12	FL VIRTUAL COLLOCATION	Virtual collocation - Special Access & UNE, cross-connect per DS1	UJR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX	CNC1X	0.3786	7.88	6.26		DS1

511	12	FL VIRTUAL COLLOCATION	Virtual collocation - Special Access & UNE, cross-connect per DS1 [DISCONNECT]	ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX USL, UE3,	CNC1X	1.35	0.9915		DS1	
512	12	FL VIRTUAL COLLOCATION	Virtual collocation - Special Access & UNE, cross-connect per DS3	U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3, XDEST USL, UE3,	CND3X	4.16	32.40	31.03	DS3	
513	12	FL VIRTUAL COLLOCATION	Virtual collocation - Special Access & UNE, cross-connect per DS3 [DISCONNECT]	U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3, XDEST	CND3X	11.15	10.98		DS3	
514	12	FL VIRTUAL COLLOCATION	Virtual Collocation - 2-Fiber Cross Connects	UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12,	ULD48, UDF	CNC2F	1.75	28.26	25.85	
515	12	FL VIRTUAL COLLOCATION	Virtual Collocation - 2-Fiber Cross Connects [DISCONNECT]	UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12,	ULD48, UDF	CNC2F	13.78	11.01		
516	12	FL VIRTUAL COLLOCATION	Virtual Collocation - 4-Fiber Cross Connects	UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12,	ULD48, UDF	CNC4F	3.50	37.92	35.51	
517	12	FL VIRTUAL COLLOCATION	Virtual Collocation - 4-Fiber Cross Connects [DISCONNECT]	UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12,	ULD48, UDF	CNC4F	18.20	15.44		
518	12	FL VIRTUAL COLLOCATION	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable		AMTFS	VE1CB	0.0008			per linear foot, per cable
519	12	FL VIRTUAL COLLOCATION	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable		AMTFS	VE1CD	0.0012			per linear foot, per cable

520	12	FL VIRTUAL COLLOCATION	Virtual Collocation 2-Wire Cross Connect, Port	UEPSX, UEPSB, UEPSE, UEPSP, UEPSR, UEP2C UEPSX, UEPSB, UEPSE, UEPSP, UEPSR, UEP2C	VE1R2	0.0201	7.32	5.37	
521	12	FL VIRTUAL COLLOCATION	Virtual Collocation 2-Wire Cross Connect, Port [DISCONNECT]	UEPSR, UEP2C UEPDD, UEPEX, UEPDD, UEPEX	VE1R2		4.58	2.71	
522	12	FL VIRTUAL COLLOCATION	Virtual Collocation 4-Wire Cross Connect, Port		VE1R4	0.0403	8.00	5.75	
523	12	FL VIRTUAL COLLOCATION	Virtual Collocation 4-Wire Cross Connect, Port [DISCONNECT]		VE1R4		5.00	2.69	
524	12	FL VIRTUAL COLLOCATION	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request	AMTFS	VE1QR		79.52		per Premises, per Arrangement, per request
525	12	FL VIRTUAL COLLOCATION	Virtual Collocation Cable Records - per request	AMTFS	VE1BA		1,515.00	973.64	per request
526	12	FL VIRTUAL COLLOCATION	Virtual Collocation Cable Records - per request [DISCONNECT]	AMTFS	VE1BA		256.35		per request
527	12	FL VIRTUAL COLLOCATION	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record	AMTFS	VE1BB		646.84		cable record
528	12	FL VIRTUAL COLLOCATION	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record [DISCONNECT]	AMTFS	VE1BB		362.41		cable record
529	12	FL VIRTUAL COLLOCATION	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair	AMTFS	VE1BC		9.11		each 100 pair
530	12	FL VIRTUAL COLLOCATION	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair [DISCONNECT]	AMTFS	VE1BC		10.80		each 100 pair
531	12	FL VIRTUAL COLLOCATION	Virtual Collocation Cable Records - DS1, per T1TIE	AMTFS	VE1BD		4.52		T1 TIE
532	12	FL VIRTUAL COLLOCATION	Virtual Collocation Cable Records - DS1, per T1TIE [DISCONNECT]	AMTFS	VE1BD		5.35		T1 TIE
533	12	FL VIRTUAL COLLOCATION	Virtual Collocation Cable Records - DS3, per T3TIE	AMTFS	VE1BE		15.81		T3 TIE
534	12	FL VIRTUAL COLLOCATION	Virtual Collocation Cable Records - DS3, per T3TIE [DISCONNECT]	AMTFS	VE1BE		18.73		T3 TIE
535	12	FL VIRTUAL COLLOCATION	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records	AMTFS	VE1BF		169.96		99 fiber records
536	12	FL VIRTUAL COLLOCATION	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records [DISCONNECT]	AMTFS	VE1BF		149.97		99 fiber records
537	12	FL VIRTUAL COLLOCATION	Virtual Collocation Cable Records - CAT 5/RJ45	AMTFS	VE1B5		4.52		
538	12	FL VIRTUAL COLLOCATION	Virtual Collocation Cable Records - CAT 5/RJ45 [DISCONNECT]	AMTFS	VE1B5		5.35		
539	12	FL VIRTUAL COLLOCATION	Virtual collocation - Security escort, basic time, normally scheduled work hours	AMTFS	SPTBX		33.65	22.05	
540	12	FL VIRTUAL COLLOCATION	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day	AMTFS	SPTOX		44.63	28.89	
541	12	FL VIRTUAL COLLOCATION	Virtual collocation - Security escort, premium time, outside of a scheduled work day	AMTFS	SPTPX		55.62	35.73	
542	12	FL VIRTUAL COLLOCATION	Virtual collocation - Maintenance in CO - Basic, per half hour	AMTFS	CTRLX		54.05	22.05	half hour
543	12	FL VIRTUAL COLLOCATION	Virtual collocation - Maintenance in CO - Overtime, per half hour	AMTFS	SPTOM		72.18	28.89	half hour
544	12	FL VIRTUAL COLLOCATION	Virtual collocation - Maintenance in CO - Premium per half hour	AMTFS	SPTPM		90.31	35.73	half hour
545	12	FL VIRTUAL COLLOCATION	Virtual Collocation - Cable Installation Charge, per cable	AMTFS	ESPCX		1,473.00		cable
546	12	FL VIRTUAL COLLOCATION	Virtual Collocation - Cable Installation Charge, per cable [DISCONNECT]	AMTFS	ESPCX		43.84		cable
547	12	FL VIRTUAL COLLOCATION	Virtual Collocation - Cable Support Structure, per cable	AMTFS	ESPSX	4.54			cable
548	12	FL COLLOCATION IN THE REMOTE SITE	Physical Collocation in the Remote Site - Application Fee	CLORS	PE1RA		612.23	500	
549	12	FL COLLOCATION IN THE REMOTE SITE	Physical Collocation in the Remote Site - Application Fee [DISCONNECT]	CLORS	PE1RA		270.35		
550	12	FL COLLOCATION IN THE REMOTE SITE	Cabinet Space in the Remote Site per Bay/ Rack	CLORS	PE1RB	154.59		21.12	Bay/ Rack
551	12	FL COLLOCATION IN THE REMOTE SITE	Physical Collocation in the Remote Site - Security Access - Key	CLORS	PE1RD		23.28		
552	12	FL COLLOCATION IN THE REMOTE SITE	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested	CLORS	PE1SR		223.91	100	Premises Requested
553	12	FL COLLOCATION IN THE REMOTE SITE	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested	CLORS	PE1RE		73.39	25	Requested per Compact Disk, per CO
554	12	FL COLLOCATION IN THE REMOTE SITE	Physical Collocation - Remote Site DLEC Data (BRSD), per Compact Disk, per CO	CLORS	PE1RR		208.02		
555	12	FL COLLOCATION IN THE REMOTE SITE	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour	CLORS	PE1BT		33.65	22.05	half hour

556	12	FL COLLOCATION IN THE REMOTE SITE	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		half hour	
557	12	FL COLLOCATION IN THE REMOTE SITE	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour	CLORS	PE1PT	55.62	35.73		half hour	
558	12	FL COLLOCATION IN THE REMOTE SITE	Remote Site-Adjacent Collocation-Application Fee	CLORS	PE1RU	755.62	755.62			
559	12	FL COLLOCATION IN THE REMOTE SITE	Remote Site-Adjacent Collocation - Real Estate, per square foot	CLORS	PE1RT	0.134			square foot	
560	12	FL COLLOCATION IN THE REMOTE SITE	Remote Site-Adjacent Collocation - AC Power, per breaker amp	CLORS	PE1RS	6.27			breaker amp	
561	12	FL COLLOCATION IN THE REMOTE SITE	Virtual Collocation in the Remote Site - Application Fee	VE1RS	VE1RB	612.23				
562	12	FL COLLOCATION IN THE REMOTE SITE	Virtual Collocation in the Remote Site - Application Fee [DISCONNECT]	VE1RS	VE1RB	270.35				
563	12	FL COLLOCATION IN THE REMOTE SITE	Virtual Collocation in the Remote Site - Per Bay/Rack of Space	VE1RS	VE1RC	154.59			Bay/Rack of Space	
564	12	FL COLLOCATION IN THE REMOTE SITE	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested	VE1RS	VE1RR	223.91			Premises requested	
565	12	FL COLLOCATION IN THE REMOTE SITE	Virtual Collocation in the Remote Site - Remote Site CLI Code Request, per CLI Code Requested	VE1RS	VE1RL	73.39			CLI Code Requested	
566	12	FL ADJACENT COLLOCATION	Adjacent Collocation - Space Charge per Sq. Ft.	CLOAC	PE1JA	0.1666			square foot	
567	12	FL ADJACENT COLLOCATION	Adjacent Collocation - Electrical Facility Charge per Linear Ft.	CLOAC	PE1JC	4.62			linear foot	
568	12	FL ADJACENT COLLOCATION	Adjacent Collocation - 2-Wire Cross-Connects	UEANL,UEQ,UEA,UCL,UAL,UHL,UDN	PE1JE	0.0194	7.32	5.37		
569	12	FL ADJACENT COLLOCATION	Adjacent Collocation - 2-Wire Cross-Connects [DISCONNECT]	UEANL,UEQ,UEA,UCL,UAL,UHL,UDN	PE1JE		4.58	2.71		
570	12	FL ADJACENT COLLOCATION	Adjacent Collocation - 4-Wire Cross-Connects	UEA,UHL,UDL,UCL	PE1JF	0.0388	8.00	5.75		
571	12	FL ADJACENT COLLOCATION	Adjacent Collocation - 4-Wire Cross-Connects [DISCONNECT]	UEA,UHL,UDL,UCL	PE1JF		5.00	2.69		
572	12	FL ADJACENT COLLOCATION	Adjacent Collocation - DS1 Cross-Connects	USL	PE1JG	0.3708	7.88	6.26		
573	12	FL ADJACENT COLLOCATION	Adjacent Collocation - DS1 Cross-Connects [DISCONNECT]	USL	PE1JG		1.35	0.9915		
574	12	FL ADJACENT COLLOCATION	Adjacent Collocation - DS3 Cross-Connects	UE3	PE1JH	4.14	32.40	31.03		
575	12	FL ADJACENT COLLOCATION	Adjacent Collocation - DS3 Cross-Connects [DISCONNECT]	UE3	PE1JH		11.15	10.98		
576	12	FL ADJACENT COLLOCATION	Adjacent Collocation - 2-Fiber Cross-Connect	CLOAC	PE1JJ	1.70	28.26	25.85		
577	12	FL ADJACENT COLLOCATION	Adjacent Collocation - 2-Fiber Cross-Connect [DISCONNECT]	CLOAC	PE1JJ		13.78	11.01		
578	12	FL ADJACENT COLLOCATION	Adjacent Collocation - 4-Fiber Cross-Connect	CLOAC	PE1JK	3.33	37.92	35.51		
579	12	FL ADJACENT COLLOCATION	Adjacent Collocation - 4-Fiber Cross-Connect [DISCONNECT]	CLOAC	PE1JK		18.20	15.44		
580	12	FL ADJACENT COLLOCATION	Adjacent Collocation - Application Fee	CLOAC	PE1JB		2,763.00			
581	12	FL ADJACENT COLLOCATION	Adjacent Collocation - Application Fee [DISCONNECT]	CLOAC	PE1JB		1.02			
582	12	FL ADJACENT COLLOCATION	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp	CLOAC	PE1JL	5.26			AC Breaker Amp	
583	12	FL ADJACENT COLLOCATION	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp	CLOAC	PE1JM	10.53			AC Breaker Amp	
584	12	FL ADJACENT COLLOCATION	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp	CLOAC	PE1JN	15.80			AC Breaker Amp	
585	12	FL ADJACENT COLLOCATION	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp	CLOAC	PE1JO	36.47			AC Breaker Amp	
586	12	FL ADJACENT COLLOCATION	Adjacent Collocation - Cable Support Structure per Entrance Cable	CLOAC	PE1JP	5.19			Entrance Cable	
587	6	FL 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.						primary End User listing	
588	6	FL BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA	3,000.00	3,000.00	300.00	300.00	announcement
589	6	FL BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC	1,170.00	1,170.00	150.00	150.00	per Switch per OCN
590	6	FL BRANDING - DIRECTORY ASSISTANCE	Directory Assistance Access Service Calls, Charge Per Call			0.31			call	
591	6	FL DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt			0.10			call attempt	
592	6	FL BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load per state per OCN			5,000.00		1500	per state per OCN	
593	6	FL BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state per OCN				1,500.00		per state per OCN	

594	6	FL SERVICE (DADS)	DIRECTORY ASSISTANCE DATABASE Service (DADS)-Initial Load, per listing			0.04				listing
595	6	FL SERVICE (DADS)	DIRECTORY ASSISTANCE DATABASE Update, per listing			0.04				listing
596	6	FL SERVICE (DADS)	DIRECTORY ASSISTANCE DATABASE Monthly Recurring Fee			150.00				
597	6	FL PROCESSING	BRANDING - OPERATOR CALL Facility based CLEC - Recording of Custom Branded OA Announcement	AMT	CBAOS	7,000.00	7,000.00	300.00	300.00	announcement per shelf/NAV per OCN
598	6	FL PROCESSING	BRANDING - OPERATOR CALL Facility based CLEC - Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL	500.00	500.00	150.00	150.00	OCN call
599	6	FL INWARD OPERATOR SERVICES	Inward Operator Services - Verification, Per Call			1.00				call
600	6	FL INWARD OPERATOR SERVICES	Inward Operator Services - Verification and Emergency Interrupt - Per Call			1.95				call
601	6	FL OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB			1.20				minute
602	6	FL OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB			1.24				minute
603	6	FL OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB			0.20				call
604	6	FL OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB			0.20				call
605	6	FL PROCESSING	BRANDING - OPERATOR CALL Operator Services - Rate Reference Initial Load per state per OCN			5,000.00		1500		per state per OCN
606	6	FL PROCESSING	BRANDING - OPERATOR CALL Operator Services - Rate Reference Subsequent Load per state per OCN				1,500.00			per state per OCN
607	10	FL ANCILLARY MESSAGE COMPENSATION	Non Intercompany Settlement (NICS) Billing Charge (Per Message)		1ZZCN	0.05				message
608	3	FL STRUCTURE ACCESS	Poles & Ducts - Poles (\$/attachment/yr.) NON-URBAN			4.81				\$/attachment/yr.
609	3	FL STRUCTURE ACCESS	Poles & Ducts - Poles (\$/attachment/yr.) URBAN			4.79				\$/attachment/yr.
610	3	FL STRUCTURE ACCESS	Poles & Ducts - Anchors (\$/each/yr) NON-URBAN			4.81				\$/each/yr
611	3	FL STRUCTURE ACCESS	Poles & Ducts - Anchors (\$/each/yr) URBAN			4.79				\$/each/yr
612	3	FL STRUCTURE ACCESS	Poles & Ducts - Per Foot Conduit Occupancy Fees Full Duct (\$/ft/yr.)			1.26				\$/ft/yr.
613	3	FL STRUCTURE ACCESS	Poles & Ducts - Per Foot Conduit Occupancy Fees Inner Duct (\$/ft/yr.)			0.42				\$/ft/yr.
614	3	FL STRUCTURE ACCESS	Pole Attachment Transfer Rate			91.44				year
615	3	FL STRUCTURE ACCESS	Cable Rate			4.81				\$/ft/yr.
616	8	FL BONA FIDE REQUEST	Deposit			2,000.00				
617	6	FL BRANDING - DIRECTORY ASSISTANCE	Wholesale CLEC - Recording of DA Custom Branded Announcement			3,000.00	3,000.00	300.00	300.00	
618	6	FL BRANDING - DIRECTORY ASSISTANCE	Wholesale CLEC - Loading of DA Custom Branded Announcement per Switch per OCN			1,170.00	1,170.00	150.00	150.00	per Switch per OCN
619	6	FL BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLNS for Wholesale CLEC - Loading of DA per OCN (1 OCN per Order)			420.00	420.00	150.00	150.00	OCN
620	6	FL BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLNS for Wholesale CLEC - Loading of DA per Switch per OCN			16.00	16.00			per Switch per OCN
621	6	FL PROCESSING	BRANDING - OPERATOR CALL Wholesale CLEC - Recording of Custom Branded OA Announcement			7,000.00	7,000.00	300.00	300.00	per shelf/NAV per OCN
622	6	FL PROCESSING	BRANDING - OPERATOR CALL Wholesale CLEC - Loading of Custom Branded OA Announcement per shelf/NAV per OCN			500.00	500.00	150.00	150.00	OCN
623	6	FL PROCESSING	BRANDING - OPERATOR CALL Wholesale CLEC - Unbranding via OLNS - Loading of OA per OCN (Regional)			1,200.00	1,200.00	150.00	150.00	OCN
624	6	FL PROCESSING	BRANDING - OPERATOR CALL Wholesale CLEC - Loading of OA Custom Branded Announcement per Switch per OCN			1,170.00	1,170.00	150.00	150.00	per Switch per OCN



Docket No. 000121A-TP
Billing

Florida Performance Metrics

B-2 [BIT]: Mean Time to Deliver Invoices

Definition

This report measures the mean interval for timeliness of billing invoices delivered to USPS (US Postal Service) or transmitted to the customer in an agreed upon format.

Exclusions

None

Business Rules

Invoice timeliness is determined by calculating the interval between the bill period date and actual transmission or distribution of the invoice.

To determine the number of workdays, begin counting the bill period date as the first workday (or the next workday if the bill period date is a weekend or holiday). The invoice transmission date is counted as the last workday. Invoice transmission date is the workday the invoice is delivered to the Post Office or transmitted to the customer. CLEC bills and AT&T bills transmitted in less than or equal to one day difference will be considered parity.

Calculation

Invoice Timeliness = (a - b)

- a = Invoice Transmission Date
- b = Bill Cycle Period Date

Mean Time to Deliver Invoices = (c / d)

- c = Sum of all invoice timeliness intervals
- d = Count of invoices transmitted in reporting period

Report Structure

- CLEC Specific
- CLEC Aggregate
- AT&T Aggregate
- Geographic Scope
State

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

SQM Analog/Benchmark

The average delivery intervals are compared as follows:

- Resale CRIS.....Retail CRIS
- UNE CRISRetail CRIS
- Interconnection UNE CABS.....Retail CABS

B-2 [BIT]: Mean Time to Deliver Invoices

13. Issue 14: (a) Identify and describe all instances in the last three years in which the FPSC or any other body has determined that AT&T Florida failed to properly or timely send a complete bill to a CLEC or in which AT&T Florida has acknowledged that it failed to properly or timely send a complete bill to a CLEC.

(b) Identify and describe all instances in the last three years, other than instances identified in response to part (a) above, in which you contend that AT&T Florida failed to properly or timely sent a complete bill to a CLEC. For each such instance, your response should, at a minimum, identify the CLEC; describe in detail all communications between the CLEC and AT&T Florida relating to the occurrence; and state when the occurrence occurred. If you are unable to identify any such instance, state the basis for the contention in your Comment on Issue 14 concerning such occurrences.

CA Response: (a) and (b) In my time at AstroTel Inc., this was a semi-regular occurrence where bills would sometimes not be received by mail. The same has continued to occur with Terra Nova Telecom Inc. in recent years. However, once AT&T was made aware that the bill was not received it did promptly send an email copy from which both AstroTel and Terra Nova paid and disputed. The most recent example occurred on October 10, 2014 where AT&T employee Shawn Higgins (sh3295@att.com) worked with Terra Nova's team to resolve billing issues, discovered an invoice that had never been received by Terra Nova, and provided an emailed copy of invoice S160081081-14106 dated April 16, 2014. I have not been required to escalate incidents like this to the PSC because AT&T has always been willing to provide an email copy of any non-received bill once one of the parties

noticed the problem. I am not aware of any AT&T admission that it has failed to send bills; I am sure AT&T would argue that its sending of an emailed copy upon request is not such an admission. I no longer have access to AstroTel records to provide a response from those.

Here is a list of bills which Terra Nova Telecom did not receive from AT&T on time and which were later re-sent and processed:

BAN	Invoice Number	Invoice Date	Date Received
305Q921557557	01 13	2013-01-22	2013-08-14
305S250037037	S250037037-14056	2014-01-25	2014-03-11
904N130073073	N130073073-13013	2013-01-13	2013-05-24
904S160081081	S160081081-14106	2014-04-16	2014-10-20
904S220052052	S220052052-13173	2013-06-22	2013-08-19



P-3 [MIA]: Percent Missed Installation Appointments

Definition

This report measures the percentage of total orders for which AT&T is unable to complete the service orders on the committed due date.

Exclusions

- Orders canceled on or prior to the due date
- Order activities of AT&T or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc., which may be order types C, N, R or T)
- Disconnect Orders
- Listing Orders

Business Rules

All Service orders are considered as met, unless the first missed appointment code is due to AT&T company reasons. If an attempt is made to provision service prior to the commitment time, but there is no access, a miss will not be counted unless AT&T fails to meet the original commitment time. If no access occurs after the commitment time, the report is flagged a missed appointment.

Calculation

Percent Missed Installation Appointments = $(a / b) \times 100$

- a = Number of orders where the installation appointment is not met
- b = Total number of orders completed during the reporting period

Report Structure

- CLEC Specific
- CLEC Aggregate
- AT&T Aggregate
- Dispatch/Non-Dispatch (except Trunks)
- Geographic Scope
 - State

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence (Non-Design).....	Retail Residence (Non-Design)
• Resale Business (Non-Design).....	Retail Business (Non-Design)
• Resale Design	Retail Design
• LNP (Standalone).....	Retail Residence and Business (POTS)
• UNE Analog Loop (Design).....	Retail Residence, Business and Design (Dispatch) (Excluding Digital Loops)
• UNE Analog Loop (Non-Design)	Retail Residence and Business – POTS (Excluding Switch Based Orders)
• UNE Analog Loop with LNP-Design	Retail Residence, Business and Design (Dispatch) (Excluding Digital Loops)
• UNE Analog Loop with LNP-Non-Design	Retail Residence and Business – POTS (Excluding Switch Based Orders)
• UNE Digital Loop >= DS1.....	Retail Digital Loop >= DS1
• UNE EELs.....	Retail DS1/DS3
• UNE xDSL (HDSL, ADSL, UCL and Line Splitting)	ADSL Provided to Retail
• UNE ISDN/UDC/IDSL.....	Retail ISDN - BRI



Docket No. 000121A-TP
Provisioning

Florida Performance Metrics

-
- UNE Other DesignDiagnostic
 - UNE Other Non-DesignDiagnostic
 - Local Interconnection Trunks.....<= 5%

P-3 [MIA]: Percent Missed Installation Appointments



Docket No. 000121A-TP
 Provisioning

Florida Performance Metrics

P-4 [OCI]: Order Completion Interval (OCI)

Definition

This report measures the interval of time it takes AT&T to provide service for the CLEC or its own customers.

Exclusions

- Canceled Service Orders
- Order activities of AT&T or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc., which may be order types C, N, R or T)
- Disconnect Orders
- "L" Appointment coded orders (where the customer has requested a later than offered interval)
- CLEC/End user-caused misses
- Listing Orders

Business Rules

The completion interval is determined for each order processed during the reporting period. The completion interval is the elapsed time from when AT&T issues a FOC/SOCS date time-stamp indicating receipt of an order (application date) from the CLEC to AT&T's order completion date. Orders worked on zero due dates are calculated with a .33-day interval (8 hours). Orders can be either dispatch or non-dispatch.

Only valid business days will be included in the calculation of this interval. Valid business days may be found at the AT&T website: (<http://wholesale.att.com/contact/centers/>).

Calculation

Order Completion Interval = (a - b)

- a = Completion Date
- b = FOC or SOCS date time-stamp (application date)

Average Order Completion Interval = (c / d)

- c = Sum of all completion intervals
- d = Count of orders completed in the reporting period

Report Structure

- CLEC Specific
- CLEC Aggregate
- AT&T Aggregate
- Dispatch/Non-Dispatch categories applicable to all levels except trunks
- All Levels are reported < 6 lines/circuits; >= 6 lines/circuits (except trunks)
- Geographic Scope
 - State

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence (Non-Design)	Retail Residence (Non-Design)
• Resale Business (Non-Design)	Retail Business (Non-Design)
• Resale Design	Retail Design
• LNP (Standalone).....	Retail Residence and Business (POTS)
• UNE Analog Loop (Design)	Retail Residence, Business and Design (Dispatch) (Excluding Digital Loops)
• UNE Analog Loop (Non-Design)	Retail Residence and Business (Dispatch)
• UNE Analog Loop with LNP-Design	Retail Residence, Business and Design (Dispatch) (Excluding Digital Loops)
• UNE Analog Loop with LNP-Non-Design	Retail Residence and Business (Dispatch)
• UNE Digital Loop >= DS1	Retail Digital Loop >= DS1(Dispatch)

P-4 [OCI]: Order Completion Interval (OCI)



Docket No. 000121A-TP
Provisioning

Florida Performance Metrics

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- UNE EELsRetail DS1/DS3(Dispatch)
 - UNE xDSL (HDSL, ADSL, UCL and Line Splitting)
 - without conditioning<= 5 Business Days
 - with conditioning<= 11 Business Days
 - UNE ISDN/UDC/IDSLRetail ISDN - BRI
 - UNE Other DesignDiagnostic
 - UNE Other Non-DesignDiagnostic
 - Local Interconnection TrunksParity with Retail Trunks

P-4 [OCI]: Order Completion Interval (OCI)

7. How are CLEC's typically charged for entrance facilities in regards to where the mutually agreed POI is located? Please explain your response in detail.

CA Response- CLECs are typically charged for Entrance Facilities when the CLEC chooses to use ILEC facilities to connect its CLEC network to the mutually-agreed POI where it meets the ILEC. For example, if the CLEC's network is in a carrier-neutral carrier hotel and the ILEC's network is within the ILEC's Central Office, something must connect the two in order for the parties to interconnect their networks. The CLEC is responsible for both the decision about how to accomplish that and the cost for doing so. However, assuming that the ILEC Central Office is the mutually-agreed POI, once the CLEC has connected its network to that POI (using ILEC Entrance Facilities or another non-ILEC means of transport), there are no charges between the parties for that interconnection at the POI.

Until recently with AT&T Florida and TNT, CA is unaware of an ILEC ever attempting to charge for a circuit originating within the POI building, connecting the location within the same building where the CLEC has established collocation to another location within the building where the CLEC is not entitled to be. The POI should be the actual building rather than another floor or some other random spot within the building chosen at the ILEC's whim.

8. In CA's position statement in the decision point list, CA stated that AT&T Florida's definition of entrance facilities implies that AT&T Florida could charge for entrance facilities regardless of where the POI is located. Please explain why CA believes that AT&T Florida's definition of entrance facilities implies that AT&T Florida can charge for entrance facilities regardless of where the POI is located.

CA Response- CA believes that to be the case because AT&T Florida has already interpreted that language in that exact manner and is currently attempting to charge TNT for intra-building Entrance Facilities in wirecenters in Miami, Orlando, Jacksonville, and Gainesville. TNT did not order, and AT&T Florida is not providing, Entrance Facilities at any of these wirecenters. This issue has been presented to the PSC for informal dispute resolution between TNT and AT&T Florida and is currently pending. CA seeks to clarify the language in its ICA with AT&T Florida so that it does not have to deal with this issue, and waste the Staff's resources again, later on.

9. What is the generally accepted business practice or industry standard regarding who is responsible for facilities that carry CA's OS/DA, E911, Mass Calling, Third Party and Meet Point trunks groups beyond the CLEC's side of the POI? Please explain your response in detail.

CA Response- CA's objection on this point stems from the wording that AT&T Florida has chosen. CA does not dispute that it must bear the cost of OS/DA, Mass Calling, Third Party and Meet Point trunk groups if CA chooses to order those types of trunks.

In Florida however, 911 trunks are considered part of local interconnection. The current practice, which has been consistent since at least 2003, is that the county emergency management entity that operates each 911 system has a contract with the ILEC for 911 emergency service, and as part of that agreement, the county pays for 911 trunks which CLECs order to connect to AT&T Florida's E911 Selective Router. In Florida, AT&T Florida, Verizon and CenturyLink all operate in this manner and there is no cost to the CLEC for 911 trunks. Therefore, CA objects to this language which would require CA to pay for these 911 trunks which are part of the service that the county is already paying AT&T Florida for, and for which all other CLECs do not pay and never have paid to AT&T Florida. CA understands and agrees that it must bear the cost of transport on its side of the POI for 911 trunks, just as it does for other local interconnection trunks.