

# GENERAL TERMS AND CONDITIONS

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## COMMERCIAL AGREEMENT GENERAL TERMS AND CONDITIONS

This Agreement by and between one or more of the AT&T Inc. owned ILECs hereinafter referred to as BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, 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, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, 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, (only to the extent that the agent for each such AT&T-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 MCI Metro Access Transmission Services LLC (including as successor-in-interest to MCI WORLDCOM Communications, Inc., Intermedia Communications LLC and Brooks Fiber Communications, Inc.) ("CARRIER") (referred to herein collectively as, the "Parties"; each, a "Party").

**WHEREAS**, the Parties acknowledge and agree that this Agreement is intended to be a voluntarily negotiated commercial agreement and that this Agreement is not subject to Sections 251/252 of the Act (as defined in Section 2.1 below) and is not subject to negotiation and/or arbitration under Section 252 of the Act unless both Parties otherwise agree in a writing signed by both Parties.

**WHEREAS**, for purposes of this Agreement, CARRIER represents that it has acquired, or intends to acquire, the authority to offer Telephone Exchange Service to End Users and operate where one or more of the AT&T Inc. entities, hereinafter referred to, as applicable for the state to which this agreement by its terms applies: BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, 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, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, 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);

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.
- 1.2 Definitions included within this Agreement in Section 2.0 below are provided solely as a means to inform and define terms applicable to telecommunications products and services that may or may not be relevant to this Agreement and do not constitute or imply an obligation of AT&T-22STATE to provide access to such services as defined, unless expressly outlined elsewhere within the Agreement.

### 2.0 Definitions

- 2.1 "Act" means the federal Communications Act of 1934, as amended, including by the Telecommunications Act of 1996.

- 2.2 “Accessible Letter(s)” means the correspondence used to communicate pertinent information regarding AT&T-22STATE to the CLEC community.
- 2.3 “Affiliate” is As Defined in the Act.
- 2.4 “Agreement” means the commercial agreement between AT&T-22STATE and CARRIER to which Attachment 02-- Local Wholesale Complete™ is attached and incorporated.
- 2.5 “Alternate Billing Service (ABS)” or “Alternately Billed Traffic (ABT)”, as described in the Alternately Billed Traffic “ABT” Attachment, 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 “As Defined in the Act” means as specifically defined by the Act.
- 2.8 “AT&T, Inc (AT&T)” means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, 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, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut; 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.
- 2.9 “AT&T-22STATE” means the AT&T-owned ILEC(s) doing business in Alabama, Arkansas, California, Connecticut, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, Texas and Wisconsin.
- 2.10 “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.
- 2.11 “AT&T-13STATE” means the AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 2.12 “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.
- 2.13 “AT&T-10STATE” means the AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 2.14 “AT&T-9STATE” means the AT&T-owned ILEC(s) doing business in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
- 2.15 “AT&T-8STATE” means the AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 2.16 “AT&T-7STATE” means the AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 2.17 “AT&T-4STATE” means the AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 2.18 “AT&T ALABAMA” means the AT&T-owned ILEC doing business in Alabama.
- 2.19 “AT&T ARKANSAS” means the AT&T-owned ILEC doing business in Arkansas.

- 2.20 "AT&T CALIFORNIA" means the AT&T-owned ILEC doing business in California.
- 2.21 "AT&T CONNECTICUT" means the AT&T-owned ILEC doing business in Connecticut.
- 2.22 "AT&T FLORIDA" means the AT&T-owned ILEC doing business in Florida.
- 2.23 "AT&T GEORGIA" means the AT&T-owned ILEC doing business in Georgia.
- 2.24 "AT&T ILLINOIS" means the AT&T-owned ILEC doing business in Illinois.
- 2.25 "AT&T INDIANA" means the AT&T-owned ILEC doing business in Indiana.
- 2.26 "AT&T KANSAS" means the AT&T-owned ILEC doing business in Kansas.
- 2.27 "AT&T KENTUCKY" means the AT&T-owned ILEC doing business in Kentucky.
- 2.28 "AT&T LOUISIANA" means the AT&T-owned ILEC doing business in Louisiana.
- 2.29 "AT&T MICHIGAN" means the AT&T-owned ILEC doing business in Michigan.
- 2.30 "AT&T MIDWEST REGION 5-STATE" means the AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 2.31 "AT&T MISSISSIPPI" means the AT&T-owned ILEC doing business in Mississippi.
- 2.32 "AT&T MISSOURI" means the AT&T-owned ILEC doing business in Missouri.
- 2.33 "AT&T NEVADA" means the AT&T-owned ILEC doing business in Nevada.
- 2.34 "AT&T NORTH CAROLINA" means the AT&T-owned ILEC doing business in North Carolina.
- 2.35 "AT&T OHIO" means the AT&T-owned ILEC doing business in Ohio.
- 2.36 "AT&T OKLAHOMA" means the AT&T-owned ILEC doing business in Oklahoma.
- 2.37 "AT&T SOUTH CAROLINA" means the AT&T-owned ILEC doing business in South Carolina.
- 2.38 "AT&T SOUTHEAST REGION 9-STATE" means the AT&T-owned ILECS doing business in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
- 2.39 "AT&T SOUTHWEST REGION 5-STATE" means the AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 2.40 "AT&T TENNESSEE" means the AT&T-owned ILEC doing business in Tennessee.
- 2.41 "AT&T TEXAS" means the AT&T-owned ILEC doing business in Texas.
- 2.42 "AT&T WEST REGION 2-STATE" means the AT&T-owned ILEC(s) doing business in California and Nevada.
- 2.43 "AT&T WISCONSIN" means the AT&T-owned ILEC doing business in Wisconsin.
- 2.44 "Audited Party" means the Party being audited by the Auditing Party.
- 2.45 "Auditing Party" means the Party conducting an audit of the Audited Party's records, data and other documents
- 2.46 "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.
- 2.47 "Basic Analog Switching Functionality" refers to the functionality provided with a Local Wholesale Complete Access Line (LWCAL) by a circuit-switched, line-side, analog or TDM switch connection available in a Loop Start Signaling configuration (as defined herein, i.e., loop start at the customer's premises but not necessarily at the AT&T-22STATE central office) or Ground Start (for AT&T-9STATE only) used primarily for switched voice and voice-band data communications. Expressly excluded from

the scope and definition of Basic Analog Switching Functionality are Centrex, Centrex-like (and any similar), PBX, payphone (coin), and I/O features/functions/ capabilities, as well as trunk ports and DS-1 (and higher capacity) ports used other than as a multiplexing of Basic Analog Loops.

- 2.48 “Basic Analog Transmission Facility” refers to a transmission facility provided with a LWCAL that connects a distribution frame (or its equivalent) in an AT&T-22STATE central office and the facility demarcation point at an Eligible End User’s premises, which has an appearance of a 2-Wire analog transmission facility (or a facility that is being used to provide the equivalent transmission capacity including equivalent voice-band modem-data capabilities) that supports analog voice frequency, voice-band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz. Basic Analog Transmission Facility may refer, as an example, to a hybrid circuit, in which the analog transmission originating from the Eligible End User’s premises is converted to a TDM digital format at an RT, FDI, hut, CEV or other AT&T-22STATE enclosure for carriage to the AT&T-22STATE central office, at which location appropriate digital signaling would be utilized. If CARRIER requests a Basic Analog Transmission Facility where an Eligible End User’s premises is served by an Integrated Digital Loop Carrier (IDLC), AT&T-22STATE will, where available, move the requested Basic Analog Transmission Facility to a spare, existing all-copper or universal digital loop carrier Basic Analog Transmission Facility at no additional charge to CARRIER. If, however, no spare Basic Analog Transmission Facility is available, AT&T-22STATE will within two (2) Business Days of CARRIER’s request, notify CARRIER of the lack of available facilities.
- 2.49 “Bill Due Date” means thirty (30) calendar days from the bill date.
- 2.50 “Billed Party” means the recipient Party of a bill rendered from the Billing Party.
- 2.51 “Billing Party” means the Party rendering a bill.
- 2.52 “Business Day” means Monday through Friday, excluding holidays on which the applicable AT&T-22STATE ILEC does not provision new retail services and products.
- 2.53 “Busy Line Verification (BLV)” means a service whereby an End User requests an operator to confirm the busy status of a line.
- 2.54 “CABS” means the Carrier Access Billing System.
- 2.55 “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.
- 2.56 “Carrier” means a telephone company certificated by the Commission to provide local Exchange Service within AT&T-22STATE’s franchised area.
- 2.57 “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-22STATE is a CMDS Direct Participant.
- 2.58 “Central Office Switch (CO)” means the switching entity within the public switched Telecommunications network, including but not limited to: “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. “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.
- 2.59 “Claim” means any pending or threatened claim, action, proceeding or suit.
- 2.60 “Commission” means the applicable State agency with regulatory authority over certain Telecommunications Services. 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 Public Utilities Commission of the State of California (CA-PUC);
  - 2.60.4 the Connecticut Department of Public Utility Control (DPUC);
  - 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 11-character representation of a network interconnection point. The first 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-22STATE's franchised area.
- 2.64 "Customer Usage Data" means the Telecommunications Services usage data of CARRIER End User measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by AT&T-22STATE and forwarded to CARRIER.
- 2.65 "Customer Name and Address Information (CNAM)" means the name, service address and telephone numbers of a Party's End Users for a particular Exchange Area. CNAM includes non-published listings, coin telephone information and published listings.
- 2.66 "Daily Usage File" or "DUF" or "Usage Extract" means a service which provides End User usage call records as described in this Agreement.
- 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 "Discontinuance Notice" means the written Notice sent by the Billing Party to the other Party that notifies the Non-Paying Party that in order to avoid disruption or disconnection of the Products and/or Services, furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party within fifteen (15) calendar days following receipt of the Billing Party's Notice of Unpaid Charges.
- 2.70 "Disputed Amounts" as used in Section 11.8 below, means the amount that the Disputing Party contends is incorrectly billed.
- 2.71 "Disputing Party" as used in Section 11.8 below, means the Party to this Agreement that is disputing an amount in a bill rendered by the Billing Party.
- 2.72 "Electronic File Transfer" means any system or process that utilizes an electronic format and protocol to send or receive data files.
- 2.73 "Electronic Service Order" means an electronic service order sent to AT&T-22STATE over a standard, computerized AT&T-22STATE service order interface such as EDI or WebLEX.
- 2.74 "End User(s)" means a Third Party residence or business that subscribes to Telecommunications Services provided by any of the Parties at retail. As used herein, the term "End User(s)" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.
- 2.75 "Enhanced Service Provider (ESP)" means the provider of enhanced services, as those services are defined in 47 CFR Section 64.702.
- 2.76 "Exchange Access" means As Defined in the Act.
- 2.77 "Exchange Area" means an area, defined by the relevant Commission, for which a distinct local rate schedule is in effect.
- 2.78 "Exchange Message Interface (EMI)" (formerly Exchange Message Record "EMR") means the standard used for exchange of Telecommunications message information among Telecommunications Carriers for billable, non-billable, CABS, sample, settlement and study data. EMI format is contained in 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)
- 2.79 "Exchange Service" means Telephone Exchange Service As Defined in the Act.
- 2.80 "FCC" means the Federal Communications Commission.
- 2.81 "Flow Through" is the percentage of Electronic Service Orders in the relevant time period that are completed to "Firm Order Confirmation" (FOC), without manual intervention by AT&T-22STATE due to CARRIER system limitations or order errors.
- 2.82 "Fraud Monitoring System" means an off-line administration system that monitors suspected occurrences of ABT-related fraud.
- 2.83 "Governmental Authority" means any federal, state, local court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.
- 2.84 "Ground Start" means a way of signaling on subscriber trunks in which one side of the two wire trunk (typically the ring conductor of the tip and ring) is momentarily grounded to get dialtone.

- 2.85 "Incumbent Local Exchange Carrier (ILEC)" is As Defined in the Act.
- 2.86 "Intellectual Property" means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.
- 2.87 "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).
- 2.88 "Interexchange Carrier (IXC)" means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.
- 2.89 "InterLATA" is As Defined in the Act.
- 2.90 "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.
- 2.91 "Jurisdictional Identification Parameter (JIP)" is an existing six (6) digit (NPA-NXX) field in the SS7 message. This field designates the first point of switching.
- 2.92 "Late Payment Charge" means the charge that is applied when a CARRIER fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from CARRIER after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available or received by AT&T-22STATE as of the Bill Due Date, or if the CARRIER does not submit the Remittance Information.
- 2.93 "LEC-carried" means the transport of calls or messages on a Carrier's network.
- 2.94 "Letter of Credit" means the unconditional, irrevocable standby bank letter of credit from a financial institution acceptable to AT&T-22STATE naming the AT&T-owned ILEC(s) designated by AT&T-22STATE as the beneficiary(ies) thereof and otherwise on the AT&T-22STATE Letter of Credit form.
- 2.95 "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.
- 2.96 "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.
- 2.97 "Local Access And Transport Area (LATA)" is As Defined in the Act.
- 2.98 "Local Exchange Carrier (LEC)" is As Defined in the Act.
- 2.99 "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.
- 2.100 "Local Number Portability (LNP)" means the ability of users of Telecommunications Services to retain the presence of a previously existing telephone number(s).
- 2.101 "Local Wholesale Complete (LWC)" refers collectively to the technology packages, operational support capabilities, and certain ancillary services supporting the provision of local exchange service by CARRIER, that are offered by AT&T-22STATE as an end-to-end service under this Agreement.
- 2.102 "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.

- 2.103 “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.
- 2.104 “Local Service Request (LSR)” means the form used to input orders to the Local Service Center (LSC) by CARRIER, including, but not limited to orders to add, establish, change or disconnect services.
- 2.105 “Loop Start Signaling” refers to loop start signaling at the Eligible End User’s side of the Basic Analog Transmission Facility. Thus, Loop Start Signaling may refer, as an example, to a hybrid circuit, in which the analog transmission originating from the Eligible End User’s premises is converted to a TDM digital format at an RT, FDI, hut, CEV or other AT&T-22STATE enclosure for carriage to the AT&T-22STATE central office, and which, if entering the AT&T-22STATE end office switch digitally, would employ an appropriate digital signaling format, and not transmission start signaling, at that central office end of the circuit.
- 2.106 “LWC Access Line” (“LWCAL”) refers to an individual technology package offered by AT&T-22STATE which includes a Basic Analog Transmission Facility connected with Basic Analog Switching Functionality, equipped so that CARRIER can provide local exchange dialtone service to a particular LWC End User premises, and is otherwise operational in accordance with the provisions of this Agreement.
- 2.107 “Main Distribution Frame (MDF)” means the termination frame for outside facility and inter-exchange office equipment at the CO.
- 2.108 “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 or more LECs, or by one LEC in two or more states within a single LATA.
- 2.109 “Network Data Mover (NDM)” or “Connect Direct” means the industry standard protocol for transferring information electrically.
- 2.110 “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.
- 2.111 “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.
- 2.112 “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).
- 2.113 “Number Portability” is As Defined in the Act.
- 2.114 “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.

- 2.115 "Offerings" means all of the AT&T-22STATE products being made available, and activities being performed by AT&T-22STATE, under this Agreement, including, without limitation, LWC.
- 2.116 "Operating Company Number (OCN)" means the numeric Company Code assigned by NECA identifying CARRIER as a Resale or UNE provider.
- 2.117 "Operations Support Systems (OSS)" means the suite of functions which permits CARRIER to interface to the ILEC for pre-ordering, ordering, provisioning, maintenance/ repair and billing as described in the Attachment OSS herein.
- 2.118 "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.
- 2.119 "Out of Exchange LEC (OE-LEC)" means a LEC operating within AT&T-22STATE's incumbent local Exchange Area and provides Telecommunications Services utilizing NPA-NXXs identified to reside in a Third Party ILEC's local Exchange Area.
- 2.120 "Out of Exchange Traffic" is defined as local, transit, or intraLATA traffic to or from a non-AT&T-22STATE ILEC Exchange Area.
- 2.121 "Party" means either CARRIER 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 CARRIER and the AT&T-owned ILEC.
- 2.122 "Past Due" means when a CARRIER fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from CARRIER after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available to AT&T-22STATE as of the Bill Due Date (individually and collectively means Past Due).
- 2.123 "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.
- 2.124 "Referral Announcement" means the process by which calls are routed to an announcement that states the new telephone number of an End User.
- 2.125 "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.
- 2.126 "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.
- 2.127 "Service Start Date" means the date on which services were first supplied under this Agreement.
- 2.128 "Service Switching Point (SSP)" means the telephone Central Office Switch equipped with a Signaling System 7 (SS7) interface.
- 2.129 "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.
- 2.130 "Signaling System 7 (SS7)" means a signaling protocol used by the CCS Network.
- 2.131 "Signal Transfer Point (STP)" performs a packet switching function that routes signaling messages among Service Switching Points (SSP), Service Control Points (SCP), Signaling Points (SP), and other STPs in order to set up calls and to query databases for Advanced Services.

- 2.132 "TDM" refers to the channelization of digitized voice grade circuits into DS-1 and higher speed transmission signals using time division multiplexing. TDM is used in circuit switching.
- 2.133 "Telecommunications" is As Defined in the Act.
- 2.134 "Telecommunications Carrier" is As Defined in the Act.
- 2.135 "Telecommunications Service" is As Defined in the Act.
- 2.136 "Telephone Exchange Service" is As Defined in the Act.
- 2.137 "Telephone Toll Service" is As Defined in the Act.
- 2.138 "Third Party" is any Person other than a Party.
- 2.139 "Toll Billing Exception Service (TBE)" means a service that allows End Users to restrict third number billing or collect calls to their lines.
- 2.140 "Trunk" means a communication line between two switching systems.
- 2.141 "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.
- 2.142 "Unpaid Charges" means any charges billed to the Non-Paying Party that the Non-Paying Party did not render full payment to the Billing Party by the Bill Due Date, including where funds were not accessible.
- 2.143 "Wire Center" means the location of one or more local switching systems. It is also a point at which End User's loops within a defined geographic area converge. Such local loops may be served by one (1) or more Central Office Switches within such premises.

### 3.0 Interpretation and Construction

#### 3.1 Definitions:

- 3.1.1 For purposes of this Agreement, certain terms have been defined in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation" and/or "but not limited to". The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act, or in the absence of their inclusion in the Act, their customary usage in the Telecommunications industry as of the Effective Date.

#### 3.2 Headings Not Controlling:

- 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-22STATE's technical guideline or referenced AT&T-22STATE 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-22STATE's CLEC Online website.

3.4 References:

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

3.5 Conflict in Provisions:

3.5.1 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 products, services or activities listed in that particular Attachment, Exhibit, Schedule or Addenda. In particular, if an Attachment contains a Term length that differs from the Term length in the main body of this Agreement, the Term length of that Attachment will control the length of time that services or activities are to occur under that Attachment, but will not affect the Term length of the remainder of this Agreement.

3.6 Joint Work Product:

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

3.7 Intentionally omitted

3.8 State-Specific Rates, Terms and Conditions:

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

3.8.2 State-specific terms, as the phrase is described in Section 3.8.1 above, have been negotiated by the Parties only as to the states where this Agreement has been executed. 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.

3.9 Scope of Obligations:

3.9.1 Notwithstanding anything to the contrary contained herein, AT&T-22STATE's obligations under this Agreement shall apply only to:

3.9.1.1 the specific operating area(s) or portion thereof in which AT&T-22STATE is then deemed to be the ILEC under the Act (the "ILEC Territory").and only to the extent that the CARRIER is operating and offering service to End Users identified to be residing in such ILEC Territory; and

3.9.1.2 the specific operating area(s) or portion thereof in which AT&T-22STATE is then deemed to be the ILEC under the Act (the "ILEC Territory")., and only to the extent that the CARRIER is operating and offering service to End Users identified to be residing in such ILEC Territory.

3.9.2 This Agreement sets forth the terms and conditions pursuant to which AT&T-22STATE agrees to provide CARRIER with access to the products and services governed by the rates, terms and conditions set forth in this Agreement in AT&T-22STATE's incumbent local Exchange Areas for the provision of CARRIER 's Telecommunications Services. AT&T-22STATE has no obligation to provide such products and/or services to CARRIER for the purposes of CARRIER providing and/or extending service outside of AT&T-22STATE'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 CARRIER for provisioning Telecommunication Services within an AT&T-22STATE incumbent local Exchange Area(s) in the State in which this Agreement is in effect.

3.10 Affiliates:

3.10.1 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal successors and assigns.

## 4.0 Notice of Changes

4.1 Nothing in this Agreement shall limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise or the retirement and/or replacement of equipment, software or otherwise. To the extent required by Applicable Law 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.

## 5.0 Responsibilities of the Parties

5.1 Each Party is solely responsible for all products and services it provides to its End Users and to other Telecommunications Carriers.

5.2 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, each Party shall keep and maintain in force at its own expense insurance coverage and any additional insurance and/or bonds required by Applicable Law for and regarding any and all risks reasonably anticipated in connection with the activities performed in connection with the Party's performance herein, including without limitation the following:

6.1.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.

6.1.2 Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$10,000,000 Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$2,000,000 are also required if this Agreement involves collocation. The other Party must be named as an Additional Insured on the Commercial General Liability policy. Limits can be met by a combination of primary and umbrella policies.

6.1.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.

- 6.1.4 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in Sections 6.1.1 through 6.1.3 of this Agreement.
- 6.1.5 The Parties agree that companies affording the insurance coverage required under this Section 6 shall have a rating of B+ or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage.
- 6.1.6 Each Party agrees to provide the other Party with at least thirty (30) calendar days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.
- 6.1.7 Each Party agrees to accept the other Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:
- 6.1.7.1 The Party desiring to satisfy its Workers' Compensation and Employers Liability obligations through self-insurance shall submit to the other Party a copy of its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Agreement or the employer's state of hire; and
- 6.1.7.2 The Party desiring to satisfy its automobile liability obligations through self-insurance shall submit to the other Party a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement; and
- 6.1.7.3 The Party desiring to satisfy its general liability obligations through self-insurance must provide evidence acceptable to the other Party that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.
- 6.2 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.

## 7.0 Assignment

- 7.1 Any assignment by either Party to any non-Affiliate entity of this Agreement, in whole or in part, without the prior written consent of the other Party will be void. Any assignment of this Agreement, in whole or in part, by either Party to an Affiliate shall be permitted only with the consent of the other Party, which consent shall not be unreasonably withheld.
- 7.2 A Party may assign or transfer this Agreement and all rights and obligations hereunder, whether by operation of law or otherwise, to its Affiliate by providing sixty (60) calendar days advance written Notice of such assignment or transfer to the other Party; 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, CARRIER may not assign or transfer this Agreement, or any rights or obligations hereunder, to its Affiliate if that Affiliate is a party to a separate Local Wholesale Complete Agreement with AT&T-22 STATE. Any attempted assignment or transfer that is not permitted is void ab initio.
- 7.3 Corporate Name Change and/or change in "d/b/a" only:
- 7.3.1 Any assignment or transfer of an Agreement wherein only the CARRIER name is changing, and which does not include a change to a CARRIER OCN/ACNA, constitutes a CARRIER Name Change. For a CARRIER Name Change, CARRIER will incur a record order charge for each CARRIER CABS BAN. Rates for service order charges are contained in the LWC Pricing Schedules.



7.4 Company Code Change:

- 7.4.1 Any assignment or transfer of an Agreement associated with the transfer or acquisition of “assets” provisioned under that Agreement, where the OCN/ACNA formerly assigned to such “assets” is changing constitutes a “CARRIER Company Code Change”. For the purposes of this Section 7.0, “assets” means any product or service provided under that Agreement. CARRIER shall provide AT&T-22STATE with ninety (90) calendar days advance written Notice of any assignment associated with a CARRIER Company Code Change and obtain AT&T-22STATE’s consent. AT&T-22STATE shall not unreasonably withhold consent to a CARRIER Company Code Change; provided, however, AT&T-22STATE’s consent to any CARRIER Company Code Change is contingent upon cure of any outstanding charges, owed under this Agreement and any outstanding charges associated with the “assets” subject to the AT&T Wholesale Customer Merger and Acquisition process.
- 7.4.2 For any CARRIER Company Change, CARRIER must submit a service order changing the OCN/ACNA for each End User record or each circuit ID number as applicable. CARRIER shall pay the appropriate service order charges as applicable for each service order submitted to accomplish a Company Code Change. In addition, CARRIER shall submit a new OSQ to update any OS/DA Rate Reference information and Branding pursuant to the rates specified in the Pricing Schedule to this Agreement.

7.5 Project Coordination:

- 7.5.1 When mutually agreed to by both Parties, AT&T-22STATE will provide project management support to effectuate changes of the types identified in Section 7.4 above.
- 7.5.1.1 AT&T-22STATE will provide project management support to minimize any possible service outages during any customer code change. Should AT&T-22STATE’s most current version of LSOR or ASOR guidelines not support the required order activity, AT&T-22STATE will issue service orders at the manual service order rate, as specified in the Pricing Schedule to this Agreement, based upon type of service provided, and on the condition that CARRIER provides to AT&T-22STATE any and all information AT&T-22STATE reasonably requests to effectuate such changes.

7.6 Referral Announcement:

- 7.6.1 When an End User changes its service provider from AT&T-22STATE to CARRIER or from CARRIER to AT&T-22STATE and does not retain its original telephone number, the Party formerly providing service to such End User shall furnish a referral announcement (“Referral Announcement”) on the original telephone number that specifies the End User’s new telephone number, to the extent known by the Party formally providing service, and in accordance with any applicable state laws, rules and tariffs.

8.0 Effective Date, Term and Termination

8.1 Effective Date:

- 8.1.1 In AT&T-22STATE, the Effective Date of this Agreement shall be: a) ten (10) calendar days after both Parties’ final authorizing signatures have been affixed to this Agreement **if prior to June 21, 2009**; or b) **June 30, 2009**, if both Parties final authorizing signatures have been affixed to this Agreement **on or after June 21, 2009, but prior to July 1, 2009**; or c) one (1) calendar day after final authorizing signatures have been affixed to this Agreement **if after June 30, 2009** (the “Effective Date”); provided that the existing Commercial Agreements, as amended, between the Parties governing the products and services in this Agreement for AT&T-13STATE and/or AT&T-9STATE, as applicable, shall continue to apply until the Effective Date.

## 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 December 31, 2011 (the "Term"). This Agreement shall automatically terminate on the first day following the Expiration Date of the Term ("Termination Date"), unless both Parties otherwise agree to extend the Term in writing via an amendment to this Agreement. Otherwise, upon the Termination Date of this Agreement, neither Party shall have any further obligation under this Agreement, except as otherwise set forth in this Section 8.0 and pursuant to Survival, Section 38.0 below.

8.2.2 Either on or following the Termination Date of this Agreement, if the Parties have not entered into a new agreement or are not in active negotiations as described herein, neither Party should have any further obligation under this Agreement in such state (or states) except that:

8.2.2.1 Each Party confidentiality obligations shall survive; and

8.2.2.2 Each Party shall promptly pay all amounts (including any late fees as applicable) owed under this Agreement; and

8.2.2.3 As provided in Section 38.0 below, Survival; and

8.2.2.4 As may be provided elsewhere in this Agreement (including the Attachments)

## 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 Product and/or 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 Party against which the claim of nonperformance or breach is made materially and in good faith disagrees with the claim, it shall notify the claiming Party of its disagreement in writing by 5:00 p.m. Central Time of the 14th day following receipt of the nonperformance/breach notice, providing with specificity the basis for its disagreement, and the dispute shall then be resolved between the Parties pursuant to Section 11 (as to billing disputes) through Section 13. If the nonperformance/breach is not disputed in a timely manner, the Party shall cure the nonperformance/breach and certify in writing to the other by deadline on the 45th day that the nonperformance/breach has been cured. If the nonperforming Party fails to cure such nonperformance or breach within the forty-five (45) calendar day period provided for within the original Notice, then the terminating Party will provide a subsequent written Notice of the termination of this Agreement and such termination shall take effect immediately upon delivery of written Notice to the other Party.

## 8.4 Termination for Governmental Action:

8.4.1 AT&T-22STATE shall have the right to terminate this Agreement in whole or in part, upon written notice to CARRIER, in the event that any government action as specified below (including by a regulatory agency, a court, or a legislature) requires AT&T-22STATE to: a) provide, modify, or otherwise make available this Agreement or any part of this Agreement to any other telecommunications carrier, or any other person or entity, or b) permit or otherwise allow CARRIER, any other telecommunications carrier or any other person or entity to obtain any of the provisions of this Agreement as they were agreed to by the Parties without all of the other provisions of this Agreement as they were agreed to by the Parties, including by way of example, at prices or price structure/application or arrangements different than agreed to in this Agreement as a whole by the Parties. CARRIER shall have the right to terminate this Agreement in whole or in part, upon written notice to AT&T-22STATE, in the event that any government action as specified below (including by a regulatory agency, a court, or a legislature) requires the Parties to modify this Agreement. If such government action only occurs in one state, the Party with the right

to terminate the Agreement shall have that right in that state only by written notice to the other Party. If such government action occurs at the federal level or in two or more states, the Party with the right to terminate this Agreement shall have that right, at its election, with respect to the Agreement in its entirety or, alternatively, only in one or more of the affected states, by written notice to the other Party.

- 8.4.2 Any termination or invalidation of this Agreement under this Section 8.4 shall be effective as of the day before the effective date of such governmental action that triggered the invalidation or right to terminate, and AT&T-22STATE and CARRIER agree to expeditiously adopt and implement a transition plan to avoid or minimize impact on CARRIER's customers (including without limitation its end user customers) who are being served using the products and/or services hereunder.
- 8.5 Termination due to Event of Default:
- 8.5.1 In addition, AT&T-22STATE shall have the right, at its sole discretion, to terminate this Agreement if an "Event of Default" occurs, with neither any notice of default by AT&T-22STATE nor an opportunity for cure by CARRIER required. Such right shall be exercised by providing a written notice to terminate to CARRIER. Events of Default include the following, each of which the Parties agree would be a material breach of this Agreement:
- 8.5.1.1 The filing of a bankruptcy by CARRIER or any entity that controls CARRIER, pursuant to Chapter 7 or 11 of Title 11 of the United States Bankruptcy Code.
- 8.5.1.2 The assignment, subcontracting, or otherwise transferring of CARRIER's rights or obligations under this Agreement in violation of Section 7.0 above, Assignment.
- 8.6 Termination of Agreement after initial term expiration:
- 8.6.1 Where CARRIER has no End Users or is no longer purchasing any services under this Agreement, CARRIER may terminate the Agreement by providing "Notice of Termination" to AT&T-22STATE at any time after the initial term of this Agreement.
- 8.6.2 In the event of termination of this Agreement pursuant to Section 12 below and this Section 8, AT&T-22STATE and CARRIER shall cooperate in good faith to effect an orderly transition of service under this Agreement. CARRIER shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users have been transitioned to a new carrier prior to the Expiration Date of this Agreement or that such customers have otherwise been informed by CARRIER that their services will be discontinued/disconnected by CARRIER on or before the Expiration Date of this Agreement, unless otherwise agreed by both Parties.
- 8.6.3 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," provided that if AT&T-22STATE serves such "Notice of Expiration", CARRIER shall have twenty (20) calendar days to provide AT&T-22STATE written confirmation to the Notice of Expiration indicating if CARRIER wishes to pursue a successor agreement with AT&T-22STATE or terminate its Agreement. If CARRIER wishes to pursue a successor agreement with AT&T-22STATE, CARRIER shall attach to its written confirmation or Notice of Expiration, a written request to commence negotiations with AT&T-22STATE and identify each of the state(s) to which the successor agreement will apply. Upon receipt of CARRIER's request, the Parties may commence good faith negotiations for a successor agreement.
- 8.6.4 The rates, terms and conditions of this Agreement shall continue in full force and effect until the earlier of: (i) the effective date of the successor agreement, if any; or (ii) the Termination Date set forth in Section 8.2.1 above. For avoidance of doubt, nothing in this Agreement obligates AT&T-22STATE after the Termination Date to continue to offer or provide any services and/or product that were provided under this Agreement.

## 9.0 End User Fraud

- 9.1 Neither Party shall not be liable to the other Party for any fraud associated with such other Party'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 to obtain such information.
- 9.4 AT&T-22STATE will use a Fraud Monitoring System to determine suspected occurrences of ABT-related fraud and will provide notification messages to CARRIER on suspected occurrences of ABT-related fraud on CARRIER accounts stored in the applicable LIDB.
- 9.5 Each Party understands that Fraud Monitoring System alerts only identify potential occurrences of fraud. Each Party understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. Each Party understands and agrees that it will also need to determine what, if any, action such Party 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 Security Deposit

- 10.1 Security Deposit. In the event of a material adverse change in CARRIER's financial condition subsequent to the Effective Date, AT&T-22STATE may request a security deposit. A "material adverse change in financial condition" shall mean CARRIER is a new CLEC with no established credit history, or CARRIER has not established satisfactory credit with AT&T-22STATE, or the CARRIER is repeatedly delinquent in making its payments, or the CARRIER is being reconnected after a disconnection of service or discontinuance of the processing of orders by AT&T-22STATE due to a previous undisputed nonpayment situation. AT&T-22STATE may require a deposit to be held as security for the payment of charges before the orders from CARRIER will be provisioned and completed or before reconnection of service. "Repeatedly delinquent" means two (2) or more occurrences during a twelve (12) month period of any payment of greater than 10% of the total monthly billing under the Agreement for the month in which the bill was dated that was received fifteen (15) calendar Days or more after the payment due date. The deposit may not exceed the total monthly charges for an average two (2) month period for all services provided under this Agreement. The deposit may be a Letter of Credit, or some other form of mutually acceptable security such as a cash deposit. The deposit may be adjusted by CARRIER's actual monthly average charges, payment history under this Agreement, or other relevant factors, but in no event shall the security deposit exceed forty million dollars (\$40,000,000.00). Required deposits are due and payable within fifteen (15) calendar days after demand. The Parties agree that as of the date of execution of this Agreement CARRIER is not subject to a deposit requirement pursuant to these security deposit terms and conditions.
- 10.2 In the event CARRIER fails to submit the required deposit to AT&T-22STATE within fifteen (15) days after written notice requiring such deposit as permitted by this Section, AT&T-22STATE may, in addition to exercising any other rights or remedies it may have under law, take any of the actions set forth in Sections 12.5.5.1 through 12.5.5.3 without any further notice to CARRIER. Anything to the contrary in this Section notwithstanding, AT&T-22STATE shall not be permitted to take any of the actions set forth in Sections 12.5.5.1 through 12.5.5.3 if CARRIER provides notice to AT&T-22STATE that CARRIER is disputing AT&T-22STATE's basis for requesting a deposit. Should CARRIER wish to dispute AT&T-22STATE's requirement of a deposit, CARRIER must formally dispute such request in writing and provide the specific

reasons it believes the deposit requirement is not permitted by this Section. If the Parties are unable to resolve any dispute over the validity of a deposit requirement within thirty (30) days of the request date, then either Party may invoke the formal dispute resolution procedures identified in Section 13.6 of the General Terms and Conditions (without the need for any further informal dispute procedures).

- 10.3 Any deposit held by AT&T-22STATE shall be returned to CARRIER if (i) CARRIER makes nine consecutive months of on-time payments (as set forth in Section 11.1 below) or (ii) this Agreement is terminated. For any cash deposit held pursuant to this Agreement, AT&T-22STATE shall pay CARRIER simple interest at the rate of three percent (3%) annually, payable when the deposit is returned.

## 11.0 Billing

- 11.1 Unless otherwise stated, AT&T-22STATE will render monthly bill(s) to CARRIER for Products and Services provided hereunder at the applicable rates set forth in the Pricing Schedule. Except as otherwise set forth in this Agreement, CARRIER will remit payment in full by the Bill Due Date. If AT&T-22STATE fails to provide CARRIER with any invoice within six (6) days of the bill date specified in such invoice, the Bill Due Date shall be extended by an equal number of days.
- 11.2 A Late Payment Charge will be assessed for all Past Due payments as provided below, as applicable.
- 11.2.1 If any portion of the payment is not received by AT&T-22STATE on or before the payment due date as set forth above, or if any portion of the payment is received by AT&T-22STATE in funds that are not immediately available to AT&T-22STATE, then a late payment and/or interest charge shall be due to AT&T-22STATE. The late payment and/or interest charge shall apply to the portion of the payment not received and shall be assessed as set forth in the applicable state tariff, or, if no applicable state tariff exists, as set forth in the Guide Book as published on the AT&T-22STATE CLEC Online website, or pursuant to the applicable state law as determined by AT&T-22STATE. In addition to any applicable late payment and/or interest charges, CARRIER 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.
- 11.3 If any charge incurred by AT&T-22STATE 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-22STATE 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.
- 11.4 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-22STATE. If the Remittance Information is not received with payment, AT&T-22STATE will be unable to apply amounts paid to CARRIER's accounts. In such event, AT&T-22STATE shall hold such funds until the Remittance Information is received. If AT&T-22STATE does not receive the Remittance Information by the Bill due date for any account(s), Late Payment Charges shall apply.
- 11.5 CARRIER shall make all payments to AT&T-22STATE via electronic funds transfers (EFTs) through the Automated Clearing House Association (ACH) to the financial institution designated by AT&T-22STATE. Remittance Information will be communicated together with the funds transfer via the ACH network. CARRIER must use the CCD+ or the CTX Standard Entry Class code. CARRIER and AT&T-22STATE will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH payment must be received by AT&T-22STATE no later than the Bill Due Date of each bill or Late Payment Charges will apply. AT&T-22STATE is not liable for any delays in receipt of funds or errors in entries caused by CARRIER or Third Parties including CARRIER's financial institution. CARRIER is responsible for its own banking fees.
- 11.6 Prior to establishing EFT, CARRIER will complete a Customer Information Form for Electronic Payments (ECF11 Form) found on AT&T-22STATE's CLEC Online website. This form provides AT&T-22STATE

with CARRIER's set up and contract information for electronic payments. AT&T-22STATE banking information will be provided by AT&T-22STATE Treasury & Remittance Operations on AT&T-22STATE approved forms after the CARRIER's completed ECF11 form is received, testing has completed and certification confirmed.

- 11.7 Processing of payments not made via electronic funds credit transfers through the ACH network may be delayed. CARRIER is responsible for any Late Payment Charges resulting from CARRIER's failure to use electronic funds credit transfers through the ACH network.
- 11.8 If any portion of an amount due to the Billing Party under this Agreement is subject to a bona fide dispute between the Parties, the Non-Paying Party must 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 any existing and preferred form or method provided by the Billing Party to communicate disputes to the Billing Party. On or before the Bill Due Date, CARRIER shall comply with Section 11.9 below.
- 11.9 If CARRIER desires to dispute in good faith any Invoice charges, CARRIER may either pay the Invoice charge and file its dispute in accordance with Section 13.4, or CARRIER must complete all of the following actions before the Bill Due Date, unless otherwise agreed in writing by the Parties:
- 11.9.1 Notify AT&T-22STATE in writing which charges it disputes, including the total amount disputed ("Disputed Amounts"), in accordance with Section 13.4; and
- 11.9.2 Pay all undisputed charges to AT&T-22STATE; and
- 11.9.3 Unless CARRIER pays AT&T-22STATE the total Disputed Amounts, if CARRIER's total outstanding and unpaid Invoice charges (calculated without regard to any dispute) exceed 10% of the then-current monthly billing under this Agreement then CARRIER must pay the excess into an interest-bearing escrow account which includes without limitation terms such that the escrow agent cannot release funds deposited into account without written direction from both CARRIER and AT&T-22STATE held by a third party escrow agent acceptable to AT&T-22STATE and provide evidence to AT&T-22STATE that CARRIER has met this escrow requirement. Until evidence that the full amount of the outstanding and unpaid Invoice charges that exceed 10% of the then-current monthly billing under this Agreement have been deposited into an escrow account that complies with this Section 11.9.3 is furnished to AT&T-22STATE such Unpaid Charges will not be deemed to be "disputed" under Section 13.4. Failure to meet this escrow requirement when applicable shall permit AT&T-22STATE, upon 10 days' written notice to CARRIER, in addition to exercising any other rights or remedies it may have under law, to take any or all of the actions set forth in Section 12.0.
- 11.10 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:
- 11.10.1 the Billing Party will credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after resolution of the dispute;
- 11.10.2 within ten (10) Business Days after resolution of the dispute, the portion of any 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;
- 11.10.3 within ten (10) Business Days after resolution of the dispute, the portion of any escrowed Disputed Amounts resolved in favor of the Billing Party will be released to the Billing Party, together with any interest accrued thereon; and
- 11.10.4 no later than the third Bill Due Date after the resolution of the dispute, the Non-Paying Party will pay the Billing Party the difference between the amount of accrued interest the Billing Party

received from any escrow disbursement and the amount of Late Payment Charges the Billing Party is entitled to receive pursuant to this Section 11.

- 11.10.5 within ten (10) Business Days after resolution of the dispute, any unpaid Disputed Amounts including late payment charges resolved in favor of the Billing Party will be paid to the Billing Party.
- 11.11 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 Sections 11.10.3 and/or 11.10.5 above are completed within the times specified therein.
- 11.12 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the time specified in Sections 11.10.3 and/or 11.10.5 above shall be grounds for termination of the Products and/or Services provided under this Agreement.
- 11.13 CARRIER will notify AT&T-22STATE 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 22STATE 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-22STATE the opportunity to test the new format and make changes deemed necessary.
- 11.14 If either Party requests one 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 Termination of Service for Nonpayment; Back-Billing and Back-Crediting Limitations

- 12.1 If a Party is furnished Products and /or Services under the terms of this Agreement in more than one (1) state, Section 12.2 below through Section 12.10 below, inclusive, shall be applied separately for each such state.
- 12.2 Failure to pay charges shall be grounds for disconnection of Products and/or Services furnished under this Agreement. If a Party fails to pay any charges billed to it under this Agreement, including but not limited to any Late Payment Charges or Unpaid Charges, and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party will send a Discontinuance Notice to such Non-Paying Party. Subject to Section 12.3 the Non-Paying Party must remit all Unpaid Charges to the Billing Party within fifteen (15) calendar days of the Discontinuance Notice.
- 12.3 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 Discontinuance Notice:
- 12.3.1 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
- 12.3.2 pay all undisputed Unpaid Charges to the Billing Party; and
- 12.3.3 comply with any requirement to deposit Disputed Amounts into an escrow account that may be required by Section 11.9.3 of this Agreement ;and
- 12.3.4 If the Non-Paying Party is required to pay all Disputed Amounts into an interest bearing escrow account pursuant to Section 11.9.3, then the Non-Paying Party shall 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 11.9.3 above and deposited a sum equal to the Disputed Amounts into that account. Until evidence that the full amount of the Disputed Charges has been deposited into an escrow account that complies with Section 11.9.3 above is furnished to the Billing Party, such Unpaid Charges will not be deemed to be "disputed" under Section 13.0 below.

- 12.4 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.
- 12.5 If the Non-Paying Party fails to:
- 12.5.1 pay any undisputed Unpaid Charges in response to the Billing Party's Discontinuance Notice as described in Section 12.2 above;
  - 12.5.2 comply with any requirement to deposit Disputed Amounts into an escrow account that may be required by Section 11.9.3 of this Agreement within the time specified in Section 12.2 above;
  - 12.5.3 timely furnish any Security Deposit requested in accordance with Section 10; or
  - 12.5.4 make a payment in accordance with the terms of any mutually agreed payment arrangement;
- then 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 Sections 12.5.1 through 12.5.4 of this Section 12.5 within ten (10) Business Days.
- 12.5.5 If by 5:00 p.m. Central Time of the 10th day following receipt of a notice under Section, 12.5.1, 12.5.2, 12.5.3 and/or 12.5.4 CARRIER fails to (a) fully comply with each of Sections 12.3 through 12.5.4, or (b) make a payment in accordance with the terms of any mutually agreed payment arrangement then agreed to by the Parties, AT&T-22STATE may, in addition to exercising any other rights or remedies it may have under law, take any or all of the following actions, without any further notice to CARRIER:
- 12.5.5.1 suspend acceptance of any application, request or order from the Non-Paying Party for new or additional Products and/or Services under this Agreement;
  - 12.5.5.2 and/or suspend completion of any pending application, request or order from the Non-Paying Party for new or additional Products and/or Services Service under this Agreement;
  - 12.5.5.3 subject to Section 12.9, discontinue providing LWC or any other Offering furnished under this Agreement
- 12.6 Notwithstanding anything to the contrary in this Agreement, the Billing Party's exercise of any of its options under Section 12.5 above, and Sections 12.5.5.1 above and 12.5.5.2 above and 12.5.5.3 above:
- 12.6.1 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
  - 12.6.2 will exclude any affected application, request, order or service from any otherwise applicable Service Assurance provisions.
- 12.7 The Billing Party has no liability to the Non-Paying Party or its End Users in the event of disconnection of service in compliance with Section 12.5. AT&T-22STATE has no liability to CARRIER or CARRIER's End Users in the event of disconnection of service to CARRIER and the provision of service for a limited transition period for any End Users by AT&T-22STATE in connection with such disconnection.
- 12.8 Additional charges may become applicable under the terms of this Agreement following discontinuance of service.
- 12.9 The Parties shall comply with any applicable laws regarding the discontinuance of LWC or any other offering hereunder. In the event of any inconsistency with any applicable law and this Section, Section 22, Severability, shall not affect the application of this Section to the full extent permitted by law
- 12.10 Limitation on Back-billing and Credit Claims:
- 12.10.1 Notwithstanding anything to the contrary in this Agreement, a Party shall be entitled to:
    - 12.10.1.1 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 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 Products and/or Services more than twelve (12) months after the Products and/or Services was provided when the ability or right to charge or the proper charge for the Products and/or Services was the subject of an arbitration or other Commission action, including any appeal of such action. In such cases, the time period for back-billing shall be the longer of (a) the period specified by the commission in the final order allowing or approving such change or (b) twelve (12) months from the date of the final order allowing or approving such charge.

12.10.1.2 Back-billing and credit claims, as limited above, will apply to all Products and/or Services purchased under this Agreement.

## 13.0 Dispute Resolution

### 13.1 Finality of Disputes:

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

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

### 13.2 Alternative to Litigation:

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

### 13.3 Commencing Dispute Resolution:

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

13.3.1.1 Service Center Dispute Resolution

13.3.1.2 Informal Dispute Resolution; and

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

13.4 Service Center Dispute Resolution - the following Dispute Resolution procedures will apply with respect to any billing dispute arising out of or relating to the Agreement. Written Notice sent to AT&T-22STATE for Disputed Amounts must be made on the billing claims dispute form provided by AT&T-22STATE.

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 12.3 above shall be used.

- 13.4.2 For a dispute submitted by the CARRIER, 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 (CARRIER 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 where available,
  - 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 disputed, and
  - 13.4.3.7 the reason that the Disputing Party disputes the billed amount.
- 13.4.4 When CARRIER is the Disputing Party, CARRIER must provide evidence to AT&T-22STATE that it has either paid the disputed amount, or established an interest bearing escrow account, if required by Section 11.9 above, that complies with the requirements set forth in Section 11.9 above of this Agreement and deposited all Unpaid Charges relating to Products and/or Services provided under this Agreement into that escrow account in order for that billing claim to be deemed a "dispute".
- 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 (in instances where 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 (in instances where CARRIER 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 13.3 above.

#### 13.6.2 Claims Subject to Mandatory Arbitration:

13.6.2.1 The following claims, if not settled through informal Dispute Resolution, will be subject to mandatory arbitration pursuant to Section 13.7 below:

13.6.2.1.1 Each unresolved billing dispute involving one percent (1%) or less of the amounts charged to the Disputing Party under this Agreement in the state in which the dispute arises during the twelve (12) months immediately preceding receipt of the letter initiating Dispute Resolution under Section 13.3 above. If the disputing Party has not been billed for a minimum of twelve (12) months immediately preceding receipt of the letter initiating Dispute Resolution under Section 13.3 above, the Parties will annualize the actual number of months billed.

#### 13.6.3 Claims Subject to Elective Arbitration:

13.6.3.1 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.

#### 13.6.4 Claims Not Subject to Arbitration:

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

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

13.6.4.1.2 Actions to compel compliance with the Dispute Resolution process.

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

### 13.7 Arbitration:

13.7.1 Disputes subject to mandatory or 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, Connecticut for **AT&T CONNECTICUT**, 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.

## 14.0 Audits

- 14.1 Subject to the restrictions set forth in Section 21.0 below and except as may be otherwise expressly provided in this Agreement, the Auditing Party may audit the Audited Party's 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 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 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 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.
- 14.3 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 11.2.1 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.
- 14.4 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.
- 14.5 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 pursue resolution subject to Section 13.6 herein.

## 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.

## 16.0 Limitation of Liability/Indemnity

- 16.1 Liabilities of CARRIER – CARRIER's liability to AT&T-22STATE during any Contract Year resulting from any and all causes, other than as specified in Sections 26 (Compliance and Certification), 16.3 (No Consequential Damages) and 16.5 (Indemnity) of these general terms and conditions, shall not exceed the total of any amounts due and owing by CARRIER to AT&T-22STATE under this Agreement during the Contract Year during which such cause accrues or arises. For purposes of this Section 16, "Contract Year" means a twelve (12) month period during the term of the Agreement commencing on the Effective Date and each anniversary thereof.
- 16.2 Liabilities of AT&T-22STATE – AT&T-22STATE's liability to CARRIER during any Contract Year resulting from any and all causes, other than as specified in Sections 26 (Compliance and Certification), 16.3 (No Consequential Damages) and 16.5 (Indemnity) of these general terms and conditions, shall not exceed Fifty Million Dollars (\$50,000,000).
- 16.3 No Consequential Damages - Neither CARRIER nor AT&T-22STATE shall be liable to the other Party for any indirect, incidental, consequential, reliance, or special damages suffered by such other Party (including without limitation damages for harm to business, lost revenues, lost savings, or lost profits suffered by such other Party), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation negligence of any kind whether active or passive, and regardless of whether the Parties knew of the possibility that such damages could result. Each Party hereby releases the other Party (and such other Party's subsidiaries and Affiliates, and their respective officers, directors, employees and agents) from any such claim. Nothing contained in this Section 16.1-16.3 shall limit either Parties' liability to the other for (i) willful or intentional misconduct (including gross negligence); (ii) bodily injury, death or damage to tangible real or tangible personal property proximately caused by either Party's negligent act or omission or that of their respective agents, subcontractors or employees, nor shall anything contained in this Section 16.1-16.3 limit the Parties' indemnification obligations, as specified in Section 16.5 of these general terms and conditions. For purposes of this Section 16.3, amounts due and owing to either Party pursuant to Attachment 10--Service Assurance Plan shall not be considered to be indirect, incidental, consequential, reliance, or special damages.
- 16.4 Except as otherwise expressly provided elsewhere in this Agreement, in the case of any loss alleged or claimed by a third party to have arisen out of the willful or intentional misconduct or gross negligence of any Party or that of their respective agents, subcontractors or employees, 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 gross negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.
- 16.5 Indemnity
- 16.5.1 **General Indemnity Rights as to Claims of Loss(es) by Third Party(ies):** Except as otherwise expressly provided herein or in specific appendices to this Agreement and subject to Sections 16.1 through 16.4, Limitation of Liability above and to the extent not prohibited by applicable law, each Party (the "Indemnifying Party") shall defend and indemnify the other Party, its officers, directors, employees and permitted assignees (collectively, the "Indemnified Party") and hold such Indemnified Party harmless against any loss to a third party arising out of the gross negligence or willful misconduct ("**Fault**") of such Indemnifying Party, in connection with the Indemnifying Party's provision of services and performance under this Agreement, for the following:
- (a) any loss to a third party arising out of the Fault by such Indemnifying Party or the Fault of its employees, agents and subcontractors in the performance of this Agreement or the failure of the Indemnifying Party to perform its obligations under this Agreement; provided, however, that:
- (1) with respect to employees or agents of the Indemnifying Party, such Fault occurs while

performing within the scope of their employment, (2) 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 (3) 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;

- (b) any loss to a third party arising from such Indemnifying Party's use of services offered, or performance, under this Agreement including, without limitation, involving pending or threatened claims, actions, proceedings or suits, claims or losses for libel, slander or invasion of privacy arising from the Indemnifying Party's own acts, omissions or communications.
- (c) any loss 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 Indemnified Party's or an Indemnified Party's end user customer's use of a service provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply in the case of: (i) (A) any use by an Indemnified Party of a service in combination with elements, services or systems supplied by the Indemnified Party or persons other than the Indemnifying Party, or (B) where an Indemnified Party or its end user customer modifies or directs the Indemnifying Party to modify such service; and (ii) no infringement would have occurred without such combined use or modification;
- (d) any loss arising from such Indemnifying Party's failure to comply with applicable law.

16.5.2 **Claims of Loss by an End User of a Party:** Except as otherwise expressly provided herein or in specific appendices and subject to Sections 16.1 through 16.4, Limitation of Liability above, in the case of any loss alleged or claimed by an end user of either Party, the Party whose end user alleged or claimed such loss (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 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. Notwithstanding anything to the contrary in this Section 16.5.2 and this Agreement, AT&T-22STATE shall have no liability to the end users of CARRIER for claims arising from CARRIER's provision of the services to CARRIER's end users, including but not limited to claims related to the marketing or sales of its services provided hereunder, delayed restoral or nonrestoral of service, quality of service or any resulting billing or any other type of dispute. CARRIER agrees to indemnify, defend, and hold AT&T-22STATE harmless from and against any and all claims, demands, costs, damages, liabilities, and expenses (including reasonable attorney fees) arising from any claim or action initiated by CARRIER's end user for services rendered under this Agreement.

16.5.3 **Damage to Facilities:** A Party (for purposes of this Section the "Reimbursing Party") shall reimburse the other Party (for purposes of this Section the "Reimbursed Party") for property damage to the Reimbursed Party's facilities to the extent such damage is caused by the gross negligence or willful act of the Reimbursing Party, its agents, contractors, employees or end-user(s). In addition, CARRIER hereby agrees to assume liability for intrusive testing it performs pursuant to this Agreement, to the extent that such intrusive testing causes damage to AT&T-22STATE's network including the payment of all costs associated with any damage, service interruption, or other service degradation and hereby agrees to release, defend and indemnify AT&T-22STATE, and hold AT&T-22STATE harmless, from any claims for loss or damages made against AT&T-22STATE relating to such testing by CARRIER.

16.5.4 **Indemnification Procedures:** Whenever a claim under this Section 16.5, including, without limitation, a claim, lawsuit or demand by a third party ("Claim") shall arise for indemnification under this Section 16, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request 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. 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. Until such time as Indemnifying Party provides such 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. 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. 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. 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 relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnified Party shall 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 also shall be entitled to employ separate counsel for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. 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 the provisions in this Agreement relating to confidential information.

## 17.0 [INTENTIONALLY OMITTED]

## 18.0 Intellectual Property/No License

- 18.1 Any Intellectual Property originating from or developed by a Party shall remain in the exclusive ownership of that Party. The Parties acknowledge that the products and services provided pursuant to this Agreement may be subject to patent, copyright, trade secret, or other applicable rights (Intellectual Property Rights) of third party vendors/licensors (Vendors/Licensors). AT&T-22STATE will use its best efforts to provide CARRIER with Intellectual Property Rights related to the products and services provided pursuant to this Agreement necessary to permit CARRIER to use such products and services in the manner permitted by this Agreement. AT&T-22STATE agrees to use its best efforts to obtain, under commercially reasonable terms, the necessary rights set forth in this Section 18. Except for the Intellectual Property Rights that AT&T-22STATE agrees in this Section to use its best efforts to obtain, AT&T-22STATE shall not indemnify CARRIER for any claims of infringement arising from CARRIER's use permitted by this Agreement of third party Intellectual Property rights associated with the products and services provided pursuant to this Agreement. The Vendors/Licensors shall be primary indemnifying party in all cases.
- 18.2 Except as otherwise expressly provided in this Agreement, no license under patents, copyrights or any other Intellectual Property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

**19.0 Notices**

- 19.1 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 or in a specific manner, shall be:
- 19.1.1 delivered personally, delivered by express overnight delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested.
- 19.1.2 delivered by facsimile or by e-mail, provided that a paper copy is sent by a method described above in Section 19.1.1.
- 19.2 Except as otherwise explicitly provided for in this Agreement, including, without limitation, Section 19.1 above, Notices will be deemed given as of the earliest of:
- 19.2.1 the date of actual receipt; or
- 19.2.2 the next Business Day when sent via express overnight delivery service,
- 19.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service, or
- 19.2.4 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.
- 19.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Peter Reynolds Director, National Carrier Contracts
STREET ADDRESS	220001 Loudon County Pkwy, Ste G2-3-615
CITY, STATE, ZIP CODE	Ashburn, VA 20147
FACSIMILE NUMBER	703-886-0118
PHONE NUMBER*	703-886-1918
	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St. 9th floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 464-2006



With a copy to Carrier as follows:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Chris T. Antoniou Vice President and Deputy General Counsel
STREET ADDRESS	1320 North Court House Road 9 <sup>th</sup> Floor
CITY, STATE, ZIP CODE	Arlington, VA 22201
FACSIMILE NUMBER	703-351-3656
PHONE NUMBER*	703-351-3006

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

19.5 Either Party may unilaterally change its designated contact name, address and/or facsimile number for the receipt of notices by giving written Notice to the other Party in compliance with this Section 19.0. Any Notice to change the designated contact name, address and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

## 20.0 Publicity and Use of Trademarks or Service Marks

20.1 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.

20.2 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.

## 21.0 Confidentiality

21.1 The provisions of this Section 21 shall be in addition to, and not in derogation of, any provisions of Applicable Law, including 47 U.S.C. Section 222 and are not intended to constitute a waiver by a Party of any right with regard to the use, or protection of the confidentiality of, CPNI provided by Applicable Law.

21.2 Each Party anticipates and recognizes that it will come into possession of technical or business information or data about the other Party and/or its customers (including without limitation its End Users) as a result of this Agreement which will be considered confidential by such other Party. The Parties agree (1) to treat all such information as strictly confidential; and (2) to use such information only for the purposes of performance under this Agreement. Each Party agrees not to disclose confidential information of the other Party or its customers (including without limitation its End Users) to any Third Party without first securing the written consent of such other Party. The foregoing shall not apply to information which is in the public domain. Nothing in this Agreement prevents either Party from disclosing operations results or other data that might reflect the results of this Agreement as a part of that Party's

aggregate operating data as long as the disclosed data is at a level of aggregation sufficient to avoid disclosing with specificity information obtained in the operation of this Agreement.

- 21.3 If a court or governmental agency orders or a Third Party requests a Party to disclose or to provide any data or information covered by this Section 21.0 that Party will immediately inform the other Party, both by telephone and certified mail, of the order or request before such data or information is provided. Notification and consent requirements described above are not applicable in cases where a court order or rule or statute requires the production of billing and/or usage records of, or pertaining to, an individual customer (including without limitation an End User).
- 21.4 Unless otherwise agreed, the obligations of confidentiality and non-use do not apply to such Proprietary Information that:
- 21.4.1 Is rightfully received from a Third Party having no direct or indirect confidentiality obligation or restriction on use to the Disclosing Party with respect to such information; or
  - 21.4.2 Is independently developed by the Receiving Party; or
  - 21.4.3 was, at the time of receipt, already in the possession of or known to the Receiving Party free of any obligation of confidentiality and restriction on use; or
  - 21.4.4 Is approved for disclosure or use by written authorization of the Disclosing Party, but only to the extent of the authorization granted; or
  - 21.4.5 Subject to Section 21.3, is required to be disclosed by the Receiving Party pursuant to Applicable Law; or
  - 21.4.6 Is publicly disclosed by the Disclosing Party.
- 21.5 The provisions of this Section 21 will remain in effect notwithstanding the expiration or termination of this Agreement, unless agreed to in writing by the Parties.

## 22.0 Severability and Additional Rights to Terminate

- 22.1 The Parties intend that this Agreement, including all Attachments hereto, be indivisible and nonseverable, and each of the Parties acknowledges that it has assented to all of the terms, provisions, conditions, covenants, representations, warranties and promises in this Agreement (the "Provisions") as a single whole, and that all such Provisions, taken as a whole, constitute the essence of this Agreement. The Parties further acknowledge that this Agreement is intended to constitute a single transaction, and that the obligations of the Parties under this Agreement are interdependent. If any provision of this Agreement, or part thereof, is deemed invalid or unenforceable in any respect, or if a court or regulatory body of competent jurisdiction requires modifications to this Agreement, either Party shall have the right to terminate this Agreement after ninety (90) days advance, written notice to the other Party; provided, however, that the Parties shall negotiate in good faith to reformulate such invalid provision, or part thereof, or related provision, or conform such modification, to as closely reflect the original intent of the Parties as possible, consistent with Applicable Law, and to effectuate such portions thereof as may be valid without defeating the intent of such provision. Notwithstanding the foregoing, in any situation in which the right to terminate this Agreement, or any portion thereof, is triggered by State government action, or is otherwise applicable to less than the entire AT&T-22STATE service territory, the right to terminate shall arise only in the State or service territory in which such action is applicable, and any such termination shall apply only for such State or service territory.
- 22.2 Intentionally Omitted.
- 22.3 AT&T-22STATE and CARRIER understand and agree that:
- 22.3.1 this Agreement, including LWC, is offered as a complete, integrated, non-severable packaged offering only;

- 22.3.2 the provisions of this Agreement have been negotiated as part of an entire, indivisible agreement and integrated with each other in such a manner that each provision is material to every other provision;
- 22.3.3 that each and every term and condition, including pricing, of this Agreement is conditioned on, and in consideration for, every other term and condition, including pricing, in this Agreement. The Parties agree that they would not have agreed to this Agreement except for the fact that it was entered into on a 22-State basis and included the totality of terms and conditions, including pricing, listed herein;
- 22.3.4 that AT&T-22STATE would not provide LWC but for the Parties' mutual agreement on each and every provision of this Agreement being integrated, non-severable, and indivisible in its entirety;
- 22.3.5 that neither CARRIER nor AT&T-22STATE will be entitled, absent good faith negotiations, to substitutions and/or modifications to the packaged contractual and network offerings based upon agreements either Party may enter into with third parties (e.g., no "picking and choosing" of selective terms and conditions); and
- 22.4 In entering into this Agreement, each Party agrees to abide by and honor the terms and conditions, including pricing, set forth in this Agreement without challenging its provisions, and that it shall not take any position(s) that are directly inconsistent with the provisions set forth in this Agreement for so long as this Agreement remains in effect between the Parties. CARRIER further agrees that it shall not seek and/or otherwise initiate, participate (voluntarily) and/or intervene in any pending or future state or federal regulatory, judicial or legislative proceeding relating or applicable to, or which would reasonably be expected to affect, the LWC product including, without limitation, any docket or proceeding that require(d) that any AT&T-22STATE ILEC(s) make available LWC (or a similar offering) at prices different than those in this Agreement (e.g., TELRIC rates), for so long as this Agreement remains in effect. On or before the effective date of this Agreement, or as soon as is practicable, CARRIER shall dismiss and/or withdraw from any pending proceeding(s), if any, within the scope of and consistent with the foregoing. The failure to abide by this Section shall be deemed a material breach of this Agreement, except in any State, if any, where this Agreement has been terminated. Nothing contained herein shall preclude CARRIER from membership in any association or organization that itself takes actions inconsistent with this Section so long as such organizations do not represent that the position is supported by CARRIER. CARRIER shall require that such organizations affirmatively acknowledge that such organizations are not representing CARRIER for any matters that CARRIER could not otherwise participate in under this Agreement. Nothing contained herein shall preclude CARRIER from taking any position with respect to the obligations of ILEC(s) that are not affiliates of AT&T 22STATE.
- 22.5 Each Party and its Affiliates shall support and defend the reasonableness of this Agreement, including without limitation its substantive terms and conditions and the nature of the Agreement, publicly and before and with any federal or state governmental entity (including any regulatory agency, court, or legislature and the representatives of each) and regardless of the nature or status of the forum or proceeding. Included within the foregoing is the obligation of each Party and its Affiliates to support and defend the indivisible nature of this Agreement, including against any attempts that could result in treatment contrary to Section 22.3.

## 23.0 Governing Law

- 23.1 The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws and regulations of the jurisdiction in which AT&T-22STATE provides to CARRIER to particular product or Service that is the subject of such dispute; provided that for purposes of a claim or dispute that relate to the validity of this Agreement or matters of a general contract nature not unique to the specific state's products or Services and not otherwise governed by the laws of the United States of America, the laws of the State of Texas shall apply (without applying its conflicts of laws rules). The Parties each irrevocably consents to the personal jurisdiction of the courts located

Dallas, Texas, to the extent necessary to give effect to or enforce the provisions of this Agreement, and waives any defense of lack of jurisdiction, improper venue or inconvenient forum.

## 24.0 Filing of Agreement

- 24.1 AT&T-22STATE reserves the right to file a copy of this Agreement with the Federal Communications Commission pursuant to 47 U.S.C. § 211, if AT&T-22STATE believes it is required to do so.
- 24.2 The Parties further understand and agree that to the extent a Party (“Disclosing Party”) is ordered by a state regulatory body, or a court of competent jurisdiction finds, that this Agreement should be filed, or that such Agreement should be submitted to a state regulatory body for approval, or should a regulatory body or court of competent jurisdiction find that its provisions should be tariffed pursuant to applicable law or regulation, the Disclosing Party shall provide the other Party (“Receiving Party”) with written notice of such requirement as soon as possible and the Receiving Party shall cooperate with the Disclosing Party in expeditiously complying with any such order or finding. Notwithstanding the foregoing, the Receiving Party shall not oppose, or if requested by the Disclosing Party shall make known its support of, steps undertaken by Disclosing Party to oppose or appeal any filing requirement or to obtain a protective order from the FCC or applicable state commission such that this Agreement shall be filed as confidential information under seal.

## 25.0 Changes in End User Local Exchange Service Provider Selection

- 25.1 Each Party will abide by applicable federal and state laws and regulations in obtaining End User authorization prior to changing an End User's provider of services and/or products made available through use of the services and/or products provided under this Agreement and in assuming responsibility for any charges that may apply to the extent the FCC's rules regarding Subscriber Carrier Selection Changes (47 CFR 64.1100 through 64.1170) or any state regulation applies to the changing of an End User's provider of services and/or products made available through use of the services and/or products provided under this Agreement and in the case of **AT&T CONNECTICUT** only, tariff obligations. 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. Such documentation shall be available for inspection by the other Party when such request is made pursuant to an End User complaint. . Such documentation shall only be available during normal business hours and at no charge.
- 25.2 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 OSS restricting access to CPNI in order to immediately provide service to such End User.
- 25.3 When an End User changes or withdraws authorization from its carrier, each Party shall release End User-specific facilities belonging to or possessed by AT&T-22STATE 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-22STATE is free to reclaim the facilities for use by another End User and is free to issue service orders required to reclaim such facilities.
- 25.4 When an End User of CARRIER elects to discontinue service and to transfer service to another Local Exchange Carrier, including AT&T-22STATE, AT&T-22STATE shall have the right to reuse the facilities used to provide LWC to CARRIER, and regardless of whether the End User served with such facilities has paid all charges to CARRIER or has been denied service for nonpayment or otherwise. AT&T-22STATE will notify CARRIER that such a request has been processed after the disconnect order has been completed.
- 25.5 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.

## 26.0 Compliance and Certification

- 26.1 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.
- 26.2 Each Party warrants that, to the extent applicable and required, it has obtained all necessary State certification required in each State covered by this Agreement.
- 26.3 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.
- 26.4 AT&T-22STATE represents and warrants that any equipment, facilities or services provided to CARRIER under this Agreement comply with the CALEA, to the extent applicable.

## 27.0 Law Enforcement

- 27.1 AT&T-22STATE and CARRIER shall reasonably cooperate with the other Party in handling law enforcement requests. If a 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 for an End User of the other Party, that 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.

## 28.0 Relationship of the Parties/Independent Contractor

- 28.1 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.
- 28.2 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.

## 29.0 No Third Party Beneficiaries; Disclaimer of Agency

- 29.1 This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any Third Party beneficiary rights hereunder. This Agreement shall not provide any Person not a party hereto with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference hereto.

### 30.0 Subcontracting

- 30.1 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.
- 30.2 Each Party will be solely responsible for payments due that Party's subcontractors.
- 30.3 No subcontractor will be deemed a Third Party beneficiary for any purposes under this Agreement
- 30.4 No contract, subcontract or other agreement entered into by either Party with any Third Party in connection with the provision of Products and/or 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.
- 30.5 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.

### 31.0 Force Majeure

- 31.1 No Party shall be responsible for delays or failures in performance of any part of this Agreement resulting from a "Force Majeure Event" or any Delaying Event caused by the other Party or any other circumstances beyond the Party's reasonable control. A Force Majeure Event" is defined as acts or occurrences beyond the reasonable control of a Party or the Parties, including without limitation acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority, embargoes, epidemics, 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. In no case shall a Force Majeure Event or any Delaying Event excuse either Party from an obligation to pay money as required by this Agreement; provided, however, that in no event shall payments be due for Products and Services not provided under this Agreement because of a Force Majeure Event or a Delaying Event.

### 32.0 Taxes

- 32.1 All charges for Local Wholesale Complete provided under this Agreement are exclusive of applicable federal, state, and local sales, use, excise, gross receipts, municipal fees, transfer, transaction and similar taxes, fees, and surcharges (hereinafter "Tax(es)") imposed on or with respect to Local Wholesale Complete under this Agreement. CARRIER shall be responsible for Taxes provided the Taxes are required or permitted to be collected from CARRIER and are properly invoiced. As between CARRIER and AT&T-22STATE, taxes imposed on the income of AT&T-22STATE shall be AT&T-22STATE's sole responsibility. Subject to the foregoing, CARRIER shall reimburse AT&T-22STATE for the amount of any such Taxes that AT&T-22STATE is required to pay or collect. Nothing shall prevent AT&T-22STATE from

paying any Tax to the appropriate taxing authority prior to the time: (1) it bills CARRIER for such Tax, or (2) it collects the Tax from CARRIER. Notwithstanding anything in this Agreement to the contrary, CARRIER shall be liable for, and AT&T-22STATE may collect, Taxes but in no event any associated penalty, interest, or other similar charge which were assessed by or paid to an appropriate taxing authority within the statutory timeframe applicable for accessing such tax.

32.2 Intentionally omitted.

32.3 To the extent a purchase of Local Wholesale Complete provided under this Agreement is claimed to be for resale and thus subject to tax exemption, CARRIER shall furnish AT&T-22STATE a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the CARRIER for any period prior to the date that CARRIER presents a valid certificate, unless otherwise provided by law. If applicable law excludes or exempts a purchase of Local Wholesale Complete provided under this Agreement from a Tax, but does not also provide an exemption procedure, then AT&T-22STATE will not collect such Tax if CARRIER (a) furnishes AT&T-22STATE with a letter, signed by an authorized representative of the CARRIER claiming an exemption and identifying the applicable law that both allows such exemption and does not require an exemption certificate; and (b) supplies AT&T-22STATE with an indemnification agreement, reasonably acceptable to AT&T-22STATE, which holds AT&T-22STATE harmless from any Tax, interest, or penalties with respect to forbearing to collect such Tax if the documentation proves to be invalid and AT&T-22STATE accepts the documentation in good faith..

### 33.0 Non Waiver

33.1 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.

### 34.0 Network Maintenance and Management

34.1 The Parties will exchange information appropriate for the implementation and performance of this Agreement (for example, as applicable, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, escalation processes, etc.).

34.2 AT&T will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. Each Party will provide a 24-hour contact number for network Traffic management issues to the other's surveillance management center. Verizon's maintained contact information is available at <https://www.verizonbusiness.com/us/support/#support>. AT&T's contact information is <https://clec.att.com/clec/>

34.3 AT&T 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, 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.

- 34.4 Where the capability exists, originating or terminating traffic reroutes may be implemented by AT&T 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.
- 34.5 CARRIER shall not use any products and /or services hereunder in any manner that interferes with or impairs or undermines service over any facilities of AT&T-22STATE, its Affiliated companies or other connecting telecommunications carriers, prevents any telecommunications 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 using or refuse to provide the products and /or services hereunder, 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.
- 34.6 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party's end users. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.

### 35.0 End User Inquiries

- 35.1 Except as may otherwise be required hereunder, each Party will refer all questions regarding the other Party's services or products directly to the other Party.
- 35.2 Except as may otherwise be required hereunder, each Party will ensure that its representatives who receive inquiries regarding the other Party's services:
- 35.2.1 Direct the caller to the other Party if the caller inquires about the other Party's services or products; and
- 35.2.2 Do not in any way disparage or discriminate against the other Party or its products or services.
- 35.3 CARRIER shall be responsible for all notices and other communications with its customers (including without limitation end user customers), including without limitation any notices of pending disconnection due to the termination or expiration of this Agreement.

### 36.0 [INTENTIONALLY OMITTED]

### 37.0 [INTENTIONALLY OMITTED]

### 38.0 Survival

- 38.1 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 above on Effective Date, Term and Termination; Section 9 above on End User Fraud; Section 10 above on Security Deposit; Section 11 above on Billing; Section 12.0 above on Termination of Service for Non Payment, Back-Billing and Back-Crediting Limitations; Section 14.0 on Audits, Section 15.0 above on Disclaimer of Representations and Warranties; Section 16.0 above on Indemnity; Section 18.0 above on Intellectual Property/No License; Section 19.0 above on Notices; Section 20.0 above on Publicity and Use of Trademarks or Service Marks; Section 21.0 above on Confidentiality; 23.0 above on Governing Law; Section 26.0 above on Compliance and Certification; Section 32.0 above on Taxes; Section 33.0 above on Non Waivers; Section 40.0 below on Amendments



and Modifications and Section 45.0 on Preservation of Legal Positions. Without limiting the general applicability of the foregoing, the terms and conditions of Attachment 2 LWC Section 12 Intercarrier Compensation Responsibilities are specifically agreed by the Parties to continue beyond the termination or expiration of this Agreement.

### **39.0 Scope of Agreement**

- 39.1 This Agreement is the arrangement under which the Parties may purchase from each other Products and Services, as outlined by the terms and conditions herein. 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.
- 39.2 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.

### **40.0 Amendments and Modifications**

- 40.1 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.

### **41.0 Authority**

- 41.1 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 Operations, 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.
- 41.2 CARRIER represents and warrants that it is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. CARRIER represents and warrants that it has been or will be certified as a 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.
- 41.3 Each Person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

### **42.0 Counterparts**

- 42.1 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.

### **43.0 Entire Agreement**

- 43.1 AT&T-21STATE Only:
  - 43.1.1 The terms contained in this Agreement and any Appendices, Attachments, Exhibits, Schedules, and Addenda constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written between the Parties 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.

43.2 AT&T CONNECTICUT Only:

- 43.2.1 The rates, terms and conditions contained in this Agreement and any Appendices, Attachments, Exhibits, Schedules, Addenda, Commission-approved tariffs and other documents or instruments referred to herein and incorporated into this Agreement by reference constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written between the Parties pre-dating the execution of this Agreement; provided, however, that none of the rates, terms or conditions of this Agreement shall be construed to apply in any manner to any period prior to the termination and/or expiration date of any agreement that this Agreement replaces. 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.

**44.0 Appendices Incorporated by Reference**

- 44.1 Included as integral parts of this Agreement are the following listed Appendices, which are attached and incorporated by this reference:
- 44.1.1 Attachment LWC
  - 44.1.2 Attachment LWC 800
  - 44.1.3 Attachment LWC Alternately Billed Traffic ("ABT")
  - 44.1.4 Attachment LWC LIDB and CNAM
  - 44.1.5 Attachment LWC OSS
  - 44.1.6 Attachment LWC 911/E911
  - 44.1.7 Attachment LWC Basic Analog Switching Functionality and Non-Dedicated Transport
  - 44.1.8 Attachment LWC DUF
  - 44.1.9 Attachment LWC Service Assurance Plan (with Attachment – Service Assurance Business Rules to Attachment LWC Service Assurance Plan)
  - 44.1.10 Attachment LWC Operator Services and Directory Assistance (OS/DA)
  - 44.1.11 Attachment LWC Number Portability
  - 44.1.12 Attachment AT&T SOUTHEAST REGION 9-STATE Commercial Inside Wire Maintenance Plan
  - 44.1.13 Attachment LWC AT&T SOUTHEAST REGION 9-STATE Industrial Voicemail
  - 44.1.14 Intentionally Omitted

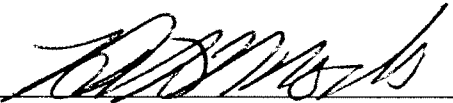
**45.0 Preservation of Legal Positions**

- 45.1 Except as specifically modified by this Agreement with respect to their mutual obligations herein, neither Party relinquishes, and each Party instead fully reserves, any and all legal rights that it had, has and may have to assert any position with respect to any of the matters set forth herein before any state or federal administrative, legislative, judicial or other legal body.
- 45.2 It is the express intent of the Parties that this Agreement (including without limitation Attachment 2 Local Wholesale Complete) is a commercial arrangement that is not subject to Sections 251 and/or 252 of the Act, or any similar state law. However, in the event that this Agreement is subjected to any of the foregoing and/or is terminated or invalidated pursuant to Sections 8.4.1 and/or 8.4.2 it is the express intent and agreement of the Parties that neither of them shall be deemed or otherwise determined to have waived, and each Party shall have hereby expressly reserved, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in any relevant interconnection agreement(s) (including intervening law rights asserted by either Party via written notice

predating this Agreement) with respect to any orders, decisions, legislation or proceedings and any remands thereof. The foregoing shall apply with respect to each AT&T-22STATE States, and shall apply retroactively to prior to the effectiveness of this Agreement, where this Agreement is (i) subjected to Sections 251 and/or 252, or any similar state law, but not terminated or invalidated as may be permitted herein, and then applicable as to any person or entity not a Party to this Agreement, and/or (ii) is so terminated or invalidated. This provision Section shall be liberally construed in accordance with its intent, so as to ensure that the respective positions of the Parties with respect to any such orders, decisions, legislation or proceedings and any remands thereof (including under any relevant interconnection agreement(s)), shall not have been affected as a result of or otherwise arising from this Agreement in those states where this Agreement is subjected to Sections 251 and/or 252, or any similar state law, or is so terminated or invalidated.

**MCimetro Access Transmission Services LLC**

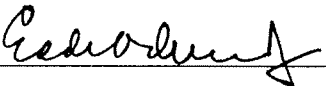
**BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, AT&T Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, AT&T Texas, Wisconsin Bell, Inc. d/b/a AT&T Wisconsin by AT&T Operations, Inc. its authorized agent**

By: 

Name: **Peter H. Reynolds**

Title: *Director*

Date: *Oct 20, 2009*

By: 

Name: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: *10-21-09*

	<u>UNE OCN</u>	<u>SWITCH BASED OCN</u>
ARKANSAS	052A	052A
CALIFORNIA	7283	7229, 7283
CONNECTICUT	7284, 7229	7284, 7229
ILLINOIS	7229	7229
INDIANA	7229	7229
KANSAS	7524	7524
MICHIGAN	7229	7229
MISSOURI	7290	7290
NEVADA	053A	053A
OHIO	7229	7229
OKLAHOMA	7824	7824
TEXAS	7297	7297
WISCONSIN	7229	7229

ACNA WUA

ATTACHMENT 02 –  
LOCAL WHOLESale COMPLETE

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Introduction .....		1.0
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Pricing .....		6.0
Service Assurance Plan .....		7.0
Pay-Per-Calls .....		8.0
Intentionally Omitted .....		9.0
White Pages Directory Listings .....		10.0
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Operational Issues .....		13.0
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False Technician Dispatch .....		15.0
[INTENTIONALLY OMITTED] .....		16.0
[INTENTIONALLY OMITTED] .....		17.0
[INTENTIONALLY OMITTED] .....		18.0
[INTENTIONALLY OMITTED] .....		19.0
[INTENTIONALLY OMITTED] .....		20.0
[INTENTIONALLY OMITTED] .....		21.0
[INTENTIONALLY OMITTED] .....		22.0
[INTENTIONALLY OMITTED] .....		23.0
[INTENTIONALLY OMITTED] .....		24.0

## 1.0 Introduction

- 1.1 The Parties understand and agree that this Attachment sets forth the terms and conditions, including prices, under which AT&T-22STATE will make available to CARRIER its end-to-end “Local Wholesale Complete” or “LWC” service within AT&T-22STATE’s Service Areas, which CARRIER agrees to purchase to provide local exchange telecommunications services (and other services described in the Agreement) to Eligible End Users (as defined herein) within those same Service Areas.
- 1.2 The LWC product refers to an offering which has dial tone capabilities using Basic Analog Switching Functionality (as defined herein) connected to a Basic Analog Transmission Facility (as defined herein), in conjunction with other network capabilities, provided by AT&T-22STATE. Both the Basic Analog Switching Functionality and Basic Analog Transmission Facility are integral and mandatory parts of LWC, and must be provisioned for each LWC; otherwise, LWC is not available to CARRIER.
- 1.3 CARRIER agrees that it will not permit any Affiliate to use LWC, except as provided in 1.3.1 and 1.3.2.
  - 1.3.1 CARRIER represents that all of its CLEC Affiliates in AT&T-22STATE Service Areas obtaining LWC services as of the effective date of this Attachment are Parties to the Agreement, and are individually and collectively referred to herein as CARRIER.
  - 1.3.2 If, after the Effective Date, CARRIER acquires additional CLEC Affiliates that obtain LWC services or reorganizes its corporate structure so that it has additional CLEC Affiliates that obtain LWC services, CARRIER shall notify AT&T-22STATE in writing and such CLEC Affiliates shall become Parties to the Agreement, subject to the terms of the General Terms and Conditions of the Agreement. Nothing in this Section 1.3 is intended to affect CARRIER’s rights to assign the Agreement pursuant to the General Terms and Conditions of the Agreement.
- 1.4 This Attachment includes certain Appendices, Exhibit(s), and Schedules, all of which are hereby incorporated in this Attachment by this reference and constitute a part of this Attachment.
- 1.5 This Attachment shall apply between the Parties, and each Party shall be bound to its provisions, in each AT&T-22STATE State.
- 1.6 AT&T-22STATE shall make routine network modifications to Basic Analog Loops being used to provide CARRIER with LWC, where the requested Basic Analog Loop facility has already been constructed. AT&T-22STATE shall perform routine network modifications to such Basic Analog Loops, without regard to whether those Basic Analog Loops were constructed on behalf, or in accordance with the specifications, of any carrier. AT&T-22STATE shall not charge CARRIER for routine network modifications without CARRIER’S prior consent.
  - 1.6.1 A routine network modification is an activity that AT&T-22STATE regularly undertakes for its own retail customers where there are no additional charges or minimum term commitments. Routine network modifications shall be performed for CARRIER under the same conditions and in the same manner that AT&T-22STATE does for its own retail customers. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings.
  - 1.6.2 Notwithstanding any other provisions of the Agreement, routine network modifications do not include constructing new loops; installing new cable; splicing cable at any location other than an existing splice point or at any location where a splice enclosure is not already present; securing permits, rights-of-way, or building access arrangements; constructing and/or placing new manholes, handholds, poles, ducts or conduits; installing new terminals or terminal enclosures (e.g., controlled environmental vaults, huts, or cabinets). AT&T-22STATE is not obligated to perform those activities for CARRIER. However, CARRIER may request that AT&T-22STATE perform such activities for additional charges. If CARRIER makes such a request and AT&T-22STATE is willing to perform the requested activities, AT&T-22STATE shall determine the charges for any such activities on an individual case basis (ICB), which shall reflect an engineering estimate of the actual costs of time and materials required to perform the routine network modification. CARRIER shall be required to pay those charges in advance and to execute AT&T-22STATE’s standard form(s) used for such or substantially similar ICBs, before AT&T-22STATE performs such activities.

- 1.6.3 AT&T-22STATE shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to AT&T-22STATE's retail customers.
- 1.7 LWC is available only where capabilities and facilities exist. The facilities used by AT&T-22STATE to provide LWC shall remain the property of AT&T-22STATE. Notwithstanding anything to the contrary in the Agreement (including without limitation any of its attachments or appendices), nothing herein shall obligate AT&T-22STATE to provide LWC or LWCALs using or otherwise provided over (i) any fiber-to-the-premise, fiber-to-the-home or fiber-to-the-curb facilities (as defined and used in 47 C.F.R. § 51.319(a)(3) and FCC orders relating thereto), or (ii) any facilities in the following AT&T-22STATE wire centers: Richardson, TX (DLLSTXRNDS0), Olathe, Kansas (KSCYKSOLDS0) and Corporate Woods, KS (KSCYKSCBDS0) (except that this Section 1.7(ii) shall not apply to an end user premise to which copper loop facilities exist from the Serving Switch to that end user premise). This Section 1.7 controls and otherwise applies irrespective of any other provision of the Agreement (including without limitation any of its attachments or appendices) that might be similarly written (e.g., provisions that include "notwithstanding any other provision," "in any event", "in no event").
- 1.7.1 For the purposes of calculating the Local Service Ratio, lines converted to Resale as the result of AT&T-22STATE's conversion of facilities to fiber as described in Section 1.7 above shall continue to be counted as Local Wholesale Complete in service volume(s).
- 1.8 Except as set forth in Section 7 of this Attachment or in the LWC Service Assurance Plan (see Attachment 10A), the Parties understand and agree that no performance measures and remedies, including without limitation, any wholesale service quality standards or liquidated damages shall apply under this Attachment.
- 1.9 The Parties agree that the Offerings are not subject to any AT&T-22STATE change management processes (often referred to as "CMP"), except that changes to systems and processes that are common to both the Offerings hereunder and other AT&T-22STATE offerings that are subject to any change management process, shall continue to be subject to such process and CARRIER hereunder shall be subject to the outcomes of such CMPs.
- 1.10 The Parties acknowledge and agree that this Attachment, in whole or in part, is not subject to Sections 251/252 of the Act, and is not, and was not, subject to negotiation and/or arbitration under Sections 251 and/or 252 of the Act.
- 2.0 [INTENTIONALLY OMITTED]
- 3.0 [INTENTIONALLY OMITTED]
- 4.0 **LWC Description**
- 4.1 LWC is only available to CARRIER for use in providing local exchange telecommunications service to its residential, business, and government end users within a Service Area("Eligible End Users") except where, and only to the extent that, CARRIER is required to allow for the resale its local exchange telecommunications services under state or federal law. Eligible End Users being served by CARRIER using LWC are referred to herein as "LWC End Users."
- 4.1.1 LWC is only available to Residential and Small Business POTS classes of service and Coin classes of service as defined in the LWC Coin Attachment. Small Business is defined as twenty (20) lines or less at a single premise.
- 4.1.2 The definition of "Eligible End User" excludes telecommunications carriers (including without limitation CARRIER and its Affiliates for administrative use), and Internet service providers. LWC is not available to serve those excluded end users, and CARRIER shall not use LWC to serve those excluded end users.
- 4.1.3 LWC may not be used for termination of "pass through" or transit access traffic if such use results in an arrangement that seeks to avoid the appropriate application of switched access charges.
- 4.2 Each LWCAL includes the following, subject to the provisions of the Appendices:



- 4.2.1 A single NANP telephone number (i.e., NPA-NXX-XXXX) assigned to it, which shall be one either associated with the AT&T-22STATE Serving Switch (as defined herein) per the Telcordia LERG (Local Exchange Routing Guide), or ported to the Serving Switch as permitted under local number portability (“LWC Number”).
- 4.2.2 One white page directory listing for the LWC Number, inclusion of the LWC Number in AT&T-22STATE's Operator Services and Directory Assistance databases, and annual delivery of one Directory to each LWC End User according to AT&T-22STATE practices for its own customers in the serving area. See also Attachment LWC Operator Services and Directory Assistance (OS/DA).
- 4.2.2.1 Additional, foreign, enhanced, non-published, non-listed, and other special white page listings are available at the price set forth in LWC Pricing Schedule.
- 4.2.3 Use of non-dedicated transport for calls originated from the LWCAL that terminate within the local calling scope, any mandatory extended area service calling scope(s) (one-way or two-way), and “1+” intraLATA toll calling scope. All of the foregoing calling scopes shall be determined with respect to AT&T-22STATE's retail telecommunications service offerings, the premises of the LWC End User, and the serving AT&T-22STATE end office switch providing the Basic Analog Switching Functionality used to serve the LWC End User (“Serving Switch”).
- 4.2.4 Use of non-dedicated transport for intraLATA and interLATA toll calls terminated to or originating from the LWCAL, for those toll calls that are handed off between AT&T-22STATE and a third party carrier at a point other than the LWCAL's Serving Switch.
- 4.2.5 Use of those vertical features, CLASS features, line class codes that are being used, as of the effective date of this Attachment, by CARRIER to provide mandatory calling scope plans on a retail basis, and other features, functions, and capabilities Loaded and Activated from the switch-vendor-provided generic software of the Serving Switch for use with Basic Analog Switching Functionality. “Loaded” means that it is included in the software installed in the Serving Switch. “Activated” means that the licensing fees are current; that no further license, right to use, or other fee needs to be paid to, and no enabling code or other mechanism or method needs to be obtained from a third party; and that translations and USOCs for use with LWC are in place such that ordering, billing and provisioning wholesale processes have been implemented. Specifically excluded from the foregoing are other line class codes and any features, functions, or capabilities specifically developed by or on behalf of AT&T-22STATE that it wishes to reserve exclusively for its use (e.g., “Toll Saver”).
- 4.2.5.1 In the event that AT&T-22STATE plans to cancel or otherwise discontinue offering, on a retail basis, a retail calling scope that is available to CARRIER under this Section 4.2.5 (excluding Optional EAS, which is specifically addressed by Section 4.2.6), AT&T-22STATE shall provide written notice to CARRIER within 30 days after AT&T-22STATE's public announcement regarding the planned retail offering. CARRIER shall provide AT&T-22STATE with written notice no later than the 60th day after receipt of whether CARRIER wishes to continue to use the supporting line class code(s), and the Parties shall engage in good faith negotiations over the additional terms and conditions, including charges, with respect to CARRIER's continued use and AT&T-22STATE's continued maintenance of the supporting line class code(s). Notwithstanding the foregoing in this Section 4.2.5.1, if AT&T-22STATE modifies a retail calling scope that is available to CARRIER under this Attachment (excluding Optional EAS, which is specifically addressed by Section 4.2.6) such that the Serving Switch functionality providing that calling scope is affected (including without limitation as a result of a legal and/or regulatory order or other requirement), that retail calling scope shall also be so modified as to CARRIER and its LWC End Users, and implemented in the same time frame as AT&T-22STATE's retail offering.
- 4.2.5.2 CARRIER may continue to use, and AT&T OKLAHOMA agrees to maintain, the AT&T OKLAHOMA Local Plus® line class codes (“OKLCCs”), which provide for the capability of providing an optional one-way, outward, extended area calling to other customers in AT&T OKLAHOMA exchanges that are located within the same LATA where the AT&T OKLAHOMA switch providing Basic Analog Switching Functionality for an LWCAL on which an OKLCC is present, is located.

Calls included in this plan are dialed using a seven-digit or ten-digit dialing pattern. CARRIER agrees to pay the monthly recurring charge set forth in the LWC Pricing Schedule for each month or partial month that an LWCAL has an OKLCC present. AT&T OKLAHOMA agrees to maintain the OKLCCs in all AT&T OKLAHOMA circuit end office switches that provide LWC and from which AT&T OKLAHOMA previously made Local Plus® available. AT&T OKLAHOMA's maintenance includes making changes to the OKLCCs on a switch-by-switch basis when NPA splits or NPA overlays occur, and making changes to the OKLCCs on a switch-by-switch basis when a new NPA-NXX is added or removed from a Local Plus® calling area. The dialing pattern will be maintained so that originating calls that are to be terminated within a Local Plus® calling area will have the same dialing pattern as existed as of September 15, 2003.

- 4.2.6 Use of the Serving Switch functionality (e.g., line class code) that provides those optional extended area service calling scopes(s) (one-way or two-way) that are set forth in the LWC Pricing Schedule ("Optional EAS").
  - 4.2.6.1 CARRIER may also use non-dedicated transport for calls originated from or terminated to the LWCAL as a result of use of an Optional EAS.
  - 4.2.6.2 If AT&T-22STATE cancels, discontinues or otherwise modifies its retail offering that uses an Optional EAS or any mandatory calling scope plan such that the Serving Switch functionality or other methodology used in providing the Optional EAS or mandatory calling scope plan is affected (including without limitation as a result of a legal and/or regulatory order or other requirement), the Optional EAS and/or mandatory calling scope plan available to CARRIER shall also be so canceled, discontinued, or otherwise modified, and implemented in the same time frame as AT&T-22STATE's retail offering.
- 4.2.7 Use of SS7, CNAM, LIDB, E911, and 800 as required for originating calls from, or terminating calls to, a LWCAL. See also Appendices LWC 800, LWC LIDB and CNAM, and LWC 911/E911 hereof.
- 4.2.8 Use of AT&T-22STATE's call routing tables in the Serving Switch for calls originating from the LWC Number in the same manner as calls from AT&T-22STATE retail/resale service from that same Serving Switch are routed (local, intraLATA toll, transiting to other telecommunications carriers, transport to IXC POPs).
- 4.2.9 A daily usage feed containing usage records to facilitate billing and intercarrier compensation. Also see Attachment LWC DUF.
- 4.2.10 911/E911 record administration and maintenance. Also see Attachment LWC 911/E911.
- 4.2.11 On/Off Premises extensions and Different Premises Address extensions are available for select LWC Services in AT&T SOUTHEAST REGION 9-STATE. The rates are as set forth in the AT&T SOUTHEAST REGION 9-STATE Pricing Schedule.

## 5.0 INTENTIONALLY OMITTED

## 6.0 Pricing

- 6.1 The prices that shall apply under this Attachment are set forth or referenced in the Agreement, including this Attachment and the attached LWC Pricing Schedules for AT&T-13STATE and AT&T SOUTHEAST REGION 9-STATE (including service order charges), which is attached and incorporated herein by this reference.
  - 6.1.1 With respect to the calculation of "minutes of use" ("MOUs") per LWCAL per end office per billing cycle and the application of the usage rate(s), they shall be made for each end office that provided the Basic Analog Switching Functionality used to provide CARRIER with any LWCAL during the billing cycle. All MOUs by LWCALs during a billing cycle (any delayed usage from any previous periods are excluded) shall be gathered on a per-LWCAL basis, rounded up to the nearest full minute, and then aggregated at the end office level.

- 6.1.2 For LWCALs in AT&T-13STATE, there is a single usage rate that will be billed on a per minute of use basis and in accordance with Section 6.1.1. This rate is provided in the AT&T-13STATE Pricing schedule.
- 6.1.3 For LWCALs in AT&T SOUTHEAST REGION 9-STATE, there are usage rates for End Office Switching, Tandem Switching and Common Transport. The rates will be billed on a per minute-of-use basis and are provided in the AT&T SOUTHEAST REGION 9-STATE Pricing Schedule.
- 6.1.3.1 AT&T SOUTHEAST REGION 9-STATE may, at its option, move to a single LWC Usage rate element, listed as Local Wholesale Complete Usage, per MOU in the AT&T SOUTHEAST REGION 9-STATE Pricing Schedule. If AT&T, at its option, moves to this single rate element, it may require AT&T Billing System modifications. If and when those modifications are complete, AT&T shall notify CARRIER, that the single LWC Usage rate shall apply going forward. Should AT&T make a billing system modification that will result in changes to the format of the data provided, AT&T will provide sufficient notice and test time to ensure that the CLEC is able to modify its systems to accept the new format and data.
- 6.2 Where the capabilities exist, CARRIER may purchase certain optional AIN-based features set forth on the LWC Pricing Schedule, on a per-LWCAL or per-usage basis as noted. Where Activated and Loaded in the Serving Switch, CARRIER may order business line hunting to serve business LWC End Users, on a per-business LWC Number basis. The prices for these optional enhancements are set forth in the LWC Pricing Schedules.
- 6.3 CARRIER shall pay an additional charge(s) per LWCAL that is equal in both amount and frequency (e.g., monthly, non-recurring, usage-based) to any AT&T-22STATE tariffed surcharge(s) (whether tariffed on an interstate or intrastate basis) applicable to AT&T-22STATE retail or resale end users, which surcharge(s) is for recovering costs incurred in implementing federal, state, or local mandates (including modifications and expansions of existing mandates) that become effective subsequent to October 1, 2004.
- 6.4 Bill Claim/Dispute Charge. This charge shall be applied to CARRIER each time it submits a billing dispute to which a claim number is assigned through the then-current process and the charges are "sustained" (verified as correct) by AT&T-22STATE. AT&T-22STATE's then-current Billing Claims Dispute Spreadsheet must be used by CARRIER when raising claims/disputes about its LWC invoices. In those instances where a single Spreadsheet carries multiple disputes based upon the same reason, the Bill Claim/Dispute Charge would be applied once as to those instances only if the disputed charge is sustained.
- 6.5 False Technician Dispatch Charge
- 6.5.1 If trouble appears to occur with LWC, CARRIER will first determine whether the trouble is in CARRIER's own equipment and/or facilities or those of the end user customer being served using LWC. If CARRIER determines the trouble is not with such equipment or facilities, CARRIER will issue a trouble report to AT&T-22STATE.
- 6.5.2 CARRIER shall pay the False Technician Dispatch charge, as set forth in the LWC Pricing Schedule, when CARRIER reports suspected LWC trouble and AT&T-22STATE personnel is dispatched (e.g., to an outside location, within a AT&T-22STATE premises) and the trouble was not caused by AT&T-22STATE's LWC.
- 6.5.3 CARRIER shall pay the False Technician Dispatch charge when AT&T-22STATE dispatches personnel and the trouble is in equipment or communications systems provided by an entity other than AT&T-22STATE or in detariffed CPE provided by AT&T-22STATE, unless covered under a separate maintenance agreement.
- 6.5.4 CARRIER shall pay the False Technician Dispatch charge when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification, and the circuit did not exceed maintenance limits.
- 6.5.5 AT&T-22STATE shall not be obligated to dispatch any AT&T-22STATE personnel to any location outside of AT&T-22STATE's network or premises pursuant to this Attachment.
- 6.5.6 The False Technician Dispatch charge will apply per incident.

- 6.5.7 If CARRIER requests or approves a AT&T-22STATE technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay Maintenance of Service charges for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours at rates under their existing Interconnection Agreement or if such rates do not exist, then at the Interstate Tariff rates. AT&T-22STATE shall have no obligation under the Agreement, unless otherwise noted in the Agreement, including without limitation this Attachment, to perform any inside wire work.
- 6.6 Paper Bill Charge - Applicable Interstate Tariff Rate per incident. Prior to the effectiveness of this Attachment, CARRIER shall notify AT&T-22STATE, via a profile update, which Alternate Bill Media (ABM) (Magnetic Tape, CD-ROM, or NDM Connect Direct feed) CARRIER has selected as its primary billing option. This charge shall apply to any paper bill rendered more than 30 days after CARRIER has been fully enabled by AT&T-22STATE to send CARRIER's bills via the initially selected ABM. The charge will apply per monthly bill cycle, per each State, for each paper bill mailed.
- 6.7 Duplicate Bill Charge - per incident. This charge shall apply each time CARRIER requests a duplicate production of a bill, whether in the current or any past cycle (as may be available), when the original bill previously rendered by AT&T-22STATE does not have any defects that prohibit its processing or use by CARRIER.
- 6.8 Non-EFT Payment Charge - per incident. This charge shall apply when CARRIER renders any payment hereunder by manner other than as required by Section 11.5 of the General Terms and Conditions. By way of example only, payments made via check, cash, or money order are subject to this charge.
- 6.9 Service Order Expedite Request- per incident. This charge shall apply to each incident in which CARRIER requests and receives a shorter interval than the standard offered for installation of an LWCAL. The decision on whether to provide a shorter interval (a service order expedite) shall be made solely by AT&T-22STATE.
- 6.10 Daily Usage File (DUF).
- 6.10.1 In order to be billed at the Average Daily Usage File (DUF) rates found in Table A of the 9-STATE LWC Pricing Schedule for AT&T GEORGIA, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, CARRIER must maintain a Local Service Ratio equal to or greater than 95% Local Wholesale Complete and/or Wholesale Local Platform (WLP) services in the AT&T-22-STATE territory.

The Local Service Ratio will be calculated as:

$$\frac{\text{Local Wholesale Complete in-service volumes}}{\text{Local Wholesale Complete in-service volumes} + \text{Resale in-service volumes}}$$


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Local Wholesale Complete in-service volumes + Resale in-service volumes

Note(s): Local Wholesale Complete volumes will include volumes from products and/or services purchased from the Agreement. Resale in-service volumes will include in-service volumes from resold products and/or services purchased from tariffs or guidebook services. For the avoidance of any doubt, any references to "Resale" in Section 1.7.1 above and this Section 6.10 shall refer only to resale lines that provide the same services as those provided by Local Wholesale Complete lines under the Agreement (as described in this Attachment 02) and shall not change the fact that Resale lines will continue to be governed by interconnection agreements between the Parties, AT&T state tariffs and/or guidebooks, as applicable, and not by the Agreement. Likewise, the parties agree that the language in Section 1.7.1 above and this Section 6.10 do not suggest that the Agreement is subject to review by, or the jurisdiction of, any state commission or the FCC.

- 6.10.2 The Local Service Ratio will be measured twice annually (June 30th and December 31st). A penalty will not be assessed if CARRIER is unable to maintain the Local Service Ratio as a result of the following:
- (i) Attrition ,for the avoidance of any doubt, any references to "Attrition" in this section shall mean non-CARRIER initiated line loss, or;

- (ii) Migrations, not initiated by CARRIER or CARRIER's affiliate, of LWCALs to alternative AT&T-22STATE services, including but not limited to Resale, or;
- (iii) Migrations, not initiated by CARRIER or CARRIER's affiliate, of LWCALs to an alternative provider of the same or similar services.

6.10.3 If CARRIER is unable to maintain the Local Service Ratio for reasons other than as specified in Section 6.10.2 above, CARRIER will be billed at the Average Daily Usage File (DUF) rates found in Table B of the 9-STATE LWC Pricing Schedule AT&T GEORGIA, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE until the next Local Service Ratio measurement is performed by AT&T-22STATE.

## 7.0 Service Assurance Plan

7.1 The purpose of the service assurance plan is to establish warranty levels that represent reasonable performance measure payouts.

- 7.1.1 OSS Interface Ability
- 7.1.2 Order Confirmation Timelines
- 7.1.3 Order Completion Notifier Timelines
- 7.1.4 Percent Missed Due Dates
- 7.1.5 Installation Quality
- 7.1.6 Trouble Report Rate
- 7.1.7 Mean Time to Restore

7.2 See also Attachment LWC Service Assurance Plan.

## 8.0 Pay-Per-Calls

8.1 CARRIER is solely responsible for 900/976/other similar pay-per-call calls originating from LWCALs and attributable to LWC Numbers, and associated charges. AT&T-22STATE will provide CARRIER the functionality of blocking calls 900/976/other similar pay-per-call calls on a per-LWCAL basis.

## 9.0 [INTENTIONALLY OMITTED]

## 10.0 White Pages Directory Listings

10.1 General White Pages Requirements

10.1.1 AT&T-22STATE publishes alphabetical White Pages directories for their respective geographic local service areas. With LWC, CARRIER will be providing local exchange telephone service via LWC to LWC End Users in the same area(s). AT&T-22STATE therefore offers to include CARRIER's LWC End Users' listing information in the appropriate AT&T-22STATE White Pages directories, at parity with that provided to AT&T-22STATE retail end users, as set forth herein.

10.1.2 Subject to AT&T-22STATE's practices regarding White Pages directory publishing, as well as to state and/or federal rules and regulations applicable to the provision of telephone directories generally, AT&T-22STATE will include in the appropriate AT&T-22STATE White Pages directories the primary alphabetical listings of all CARRIER LWC End Users located within the local directory scope. When CARRIER provides its subscriber listing information to AT&T-22STATE directory listings database, CARRIER will receive for its LWC End User, one primary listing in corresponding AT&T-22STATE White Pages directory and a corresponding listing in AT&T-22STATE's Directory Assistance database.

10.1.3 CARRIER will provide accurate subscriber listing information for its LWC End Users to AT&T-22STATE via a mechanical or manual feed of the directory listing information to AT&T-22STATE's directory listing database. CARRIER agrees to submit all listing information via a mechanized process within six (6) months of the

effective date of this Attachment, or upon CARRIER reaching a volume of two hundred listing updates per day, whichever comes first. CARRIER's LWC End User subscriber listings will be filed alphabetically in the directory listing database among AT&T-22STATE's end user listings. CARRIER shall furnish to AT&T-22STATE, in a form acceptable to both Parties, subscriber listing information pertaining to CARRIER's LWC End Users located within the local directory scope, along with such additional information as AT&T-22STATE may require to prepare and print the alphabetical listings of said directory, as set forth in the CLEC Online web site. CARRIER 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 Directory Assistance database or the directory listing of an LWC End User. In addition, for timely inclusion in the published White Pages directory, CARRIER must submit all of its LWC End User listing information intended for publication by the directory close date for that particular White Pages directory.

## 10.2 Enhanced and Non-Published White Pages Requirements

10.2.1 Where a CARRIER LWC End User desires foreign, enhanced, additional or other special listing treatment in addition to the primary listing to appear in the White Pages directory, CARRIER will be responsible for ordering the desired special listing treatment on a Local Service Requests submitted to the AT&T-22STATE Local Service Center. The LSRs for foreign, enhanced, additional or other special listing treatment shall be subject to the same directory close deadlines applicable to that particular White Pages directory. Upon receipt of a timely LSR for such listings, AT&T-22STATE will publish the requested listing(s) and begin assessing CARRIER the corresponding monthly recurring charge, which charge shall be charged at a rate equal to the then-current AT&T-22STATE retail tariff rate.

10.2.2 Where a CARRIER LWC End user desires not to be listed in the White Pages directory and/or the Directory Assistance database, CARRIER will be responsible for submitting LSR(s) to the AT&T-22STATE Local Service Center requesting that the LWC End User listing not be published in AT&T-22STATE's White Pages and/or Directory Assistance databases. The LSRs for not publishing White Pages listings will be subject to the same directory close deadlines applicable to that particular White Pages directory. Upon receipt of a timely LSR, AT&T-22STATE will make the applicable non-published and/or non-listed designations in the White Pages and/or Directory Assistance databases and begin assessing CARRIER the corresponding monthly recurring charge, which charge shall be charged at a rate equal to of the then-current AT&T-22STATE retail tariff rate.

## 10.3 Third Party Publisher Requests for LWC End User Listings

10.3.1 AT&T-22STATE agrees to serve on CARRIER's behalf as the single point of contact for all independent and third party directory publishers who seek to include CARRIER's LWC End User listing information in an area White Pages directory, and to handle CARRIER's LWC End User listing information in the same manner as for AT&T-22STATE's end user listing information. AT&T-22STATE further agrees not to charge CARRIER 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.

10.3.2 In exchange for AT&T-22STATE serving as the single point of contact and handling all LWC End User listing requests free of any charge separate to CARRIER, CARRIER authorizes AT&T-22STATE to include and use the published CARRIER LWC End User listing information provided to AT&T-22STATE pursuant to this Attachment to all requesting independent and third party directory publishers, as well as in AT&T-22STATE's White Pages directory. Included in this CARRIER authorization is a release of CARRIER 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 CARRIER authorization is AT&T-22STATE's use of CARRIER's LWC End User subscriber listing information in AT&T-22STATE's directory assistance, directory assistance related products and services, and directory publishing products and services.

## 11.0 Terminating Traffic Cooperation

11.1 The Parties jointly desire to avoid having non-local (e.g., toll) traffic being terminated to CARRIER LWCALs or from CARRIER LWCALs to AT&T-22STATE in ways that seek to prevent the identification of that traffic as non-local

and/or to avoid the application to either Party's non-local intercarrier compensation arrangements, including exchange access rates, to that traffic. The Parties agree to cooperate with one another and jointly work together to identify possible situations where such traffic termination may be occurring, to investigate them where warranted, and, where corrective action is appropriate, to explore options to resolve the matter in question. Nothing in this Attachment requires either Party to obtain from the other the right to unilaterally conduct its own investigations, or prohibits either Party from pursuing alternatives and/or remedial action on its own.

## 12.0 Intercarrier Compensation Responsibilities

- 12.1 For purposes of traffic compensation matters, CARRIER and AT&T-22STATE agree that CARRIER shall be considered a facilities-based local exchange carrier in its use of LWC and LWCALs in the same manner as if CARRIER were using the "Unbundled Network Element-Platform" or "UNE-P" (as such has been understood by the Federal Communications Commission) to provide local telephone service to the LWC End Users. CARRIER shall be responsible for any and all compensation owed for traffic originating from, or terminating to, CARRIER's LWCALs. Traffic compensation between CARRIER and AT&T-22STATE is expressly not addressed in the Agreement (including without limitation this Attachment).
- 12.2 CARRIER shall be solely responsible for establishing traffic compensation arrangements with third parties, including other telecommunications carriers (e.g., ILECs, interexchange carriers, CMRS, CLECs) for traffic originated from, or terminated to, CARRIER's LWCALs. AT&T-22STATE will provide CARRIER with at least the same level of call detail record information that was provided for LWC (for AT&T-13STATE) and DS0 (for AT&T-9STATE) pursuant to the applicable commercial agreements in effect between the Parties immediately prior to the Effective Date of the Agreement. The foregoing includes exchange access charges and reciprocal compensation charges. Except for the return of such records as were provided in error, CARRIER shall indemnify, defend, and hold harmless AT&T-22STATE against any charges, claims, damages, liabilities and expenses from third parties ("Compensation Losses") arising from traffic originated from and/or terminated to any CARRIER LWCAL. AT&T-22STATE may provide information on any LWC-related traffic to other telecommunications carriers or any third party as appropriate to resolve traffic issues, including without limitation those involving compensation. CARRIER agrees that AT&T-22STATE is not required to function as a billing intermediary for billing and payment of LWC-related traffic exchanged between CARRIER and any third party carrier and/or any other third party. Under no circumstances will AT&T-22STATE be required to pay any compensation to any third party carrier or to any other third party including, without limitation, a third party carrier for termination of traffic originated from, or terminated to, a LWCAL Number. If needed and to the extent AT&T-22STATE has any rights to third party compensation rights with respect to any such traffic and traffic compensation matters, AT&T-22STATE hereby assigns any such third party compensation rights to CARRIER.
- 12.3 Under no circumstances shall AT&T-22STATE be liable to CARRIER or any third party for any Compensation Losses including, without limitation, intrastate and/or interstate switched access charges, arising out of or related to Voice Over Internet Protocol traffic or any interexchange circuit-switched traffic utilizing in whole or part IP technology terminated to an LWCAL that was delivered to AT&T-22STATE for termination to an LWCAL over local interconnection trunk groups from a third party carrier.
- 12.4 Nothing in the Agreement (including without limitation this Attachment) affects the right of AT&T-22STATE to charge any telecommunications carrier or other entity for any entrance facilities and/or interconnection facilities provided by AT&T-22STATE.
- 12.5 Notwithstanding any other provision of the Agreement including without limitation this Attachment, LWC shall not be available in any State within AT&T-13STATE until there is an agreement effective between the Parties for that State which addresses the intercarrier compensation associated with LWC-originated or terminated traffic.

## 13.0 Operational Issues

- 13.1 AT&T-22STATE and CARRIER agree to mutually work on evolving the LWC ordering processes to achieve an objective of Flow Through level of 95% of Local Service requests (LSRs) for LWC.

13.2 Ordering and Trouble Reporting Interfaces must be electronic via existing and currently supported AT&T-22STATE versions of OSS interfaces. CARRIER must at all times use the then-most current version of the Electronic Bonding Trouble Administration (“EBTA”) GUI and/or the EBTA APP to APP interfaces offered by AT&T-22STATE for submitting trouble tickets, including as such interfaces may be modified, updated and/or replaced from time to time.

14.0 [INTENTIONALLY OMITTED]

#### 15.0 False Technician Dispatch

15.1 In cases where CARRIER has been assessed a “False Technician Dispatch (CARRIER Fault)” charge as provided for herein, but a subsequent trouble report for the same problem, submitted within 30 days of the initial report, determines that the service problem was due to trouble within the AT&T-22STATE network, CARRIER may submit a dispute for that initial “False Technician Dispatch (CARRIER Fault)” charge and will not be subject to a “Bill Inquiry/Dispute (Charges sustained)” charge notwithstanding the fact that the dispute is subsequently sustained (e.g., charge upheld as valid) if, when CARRIER submits the dispute over that initial “False Technician Dispatch (CARRIER Fault)” charge, CARRIER declares that its dispute is being submitted under this Section. If CARRIER does not so declare, the “Bill Inquiry/Dispute (Charges sustained)” charge will apply.

16.0 [INTENTIONALLY OMITTED]

17.0 [INTENTIONALLY OMITTED]

18.0 [INTENTIONALLY OMITTED]

19.0 [INTENTIONALLY OMITTED]

20.0 [INTENTIONALLY OMITTED]

21.0 [INTENTIONALLY OMITTED]

22.0 [INTENTIONALLY OMITTED]

23.0 [INTENTIONALLY OMITTED]

24.0 [INTENTIONALLY OMITTED]



# ATTACHMENT 03 - 800 DATABASE

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## 1.0 Introduction/Description

- 1.1 This Attachment is an integral part of the Private Commercial Agreement for Local Wholesale Complete (LWC) between AT&T-22STATE and CARRIER, and sets forth the terms and conditions for use of the toll free calling database as part of LWC.
- 1.2 As part of LWC, the use of the toll free calling database supports the processing of toll free calls (e.g., 800 and 888) originating from a LWCAL where identification of the appropriate carrier (800 Service Provider) to transport the call is dependent upon the full ten digits of the toll free number (e.g., 1+800+NXX+XXXX). Use of the toll free calling database includes all 800-type dialing plans (i.e., 800, 888, and other codes as may be designated in the future).
- 1.3 Use of the toll free calling database provides the carrier identification function required to determine the appropriate routing of an 800 or other toll free number based on the geographic origination of the call, from a specific or any combination of NPA/NXX, NPA or LATA call origination detail.

## 2.0 General Terms and Conditions

- 2.1 Use of the toll free calling database provided under the Agreement and this Attachment is only available as part of and use in conjunction with LWC.
- 2.2 Use of the toll free calling database is offered separate and apart from other network capabilities that may be available for use as part of LWC, e.g., end office 800 (SSP) functionality and (CCS/SS7) signaling. This Attachment is separate from the terms and conditions that may be applicable for such related elements, and in no way shall this Attachment be construed to circumvent the terms and conditions as specified for such related elements. This Attachment is only applicable when CARRIER is purchasing LWC, and then only as part of the LWC being provided (e.g., not for use separately, or with respect to any other offering by AT&T-22STATE).
- 2.3 Each Party reserves the right to modify its network pursuant to other specifications and standards, which may include Telcordia's specifications, defining specific service applications, message types, and formats, that may become necessary to meet the prevailing demands within the U.S. telecommunications industry. All such changes shall be announced in accordance with the then prevailing industry standard procedures. Each Party shall work cooperatively to coordinate any necessary changes.
- 2.4 CARRIER acknowledges and agrees that CCS/SS7 network overload due to extraordinary volumes of queries and/or other SS7 network messages can and will have a detrimental effect on the performance of AT&T-22STATE's CCS/SS7 network and its toll free calling database. CARRIER further agrees that AT&T-22STATE, at its sole discretion, may employ certain automatic and/or manual overload controls within AT&T-22STATE's CCS/SS7 network to guard against these detrimental effects.
- 2.5 During periods of toll free calling database system congestion, AT&T-22STATE shall utilize an automatic code gapping procedure to control congestion that may affect the service of all customers of AT&T-22STATE's toll free calling database. For example, during an overload condition, the automatic code gapping procedures shall tell AT&T-22STATE's toll free calling database when to begin to drop one out of three queries received. This code gapping procedure shall be applied uniformly to all users of AT&T-22STATE's toll free calling database. AT&T-22STATE reserves the right to manually invoke the automatic code gapping procedure to control congestion.
- 2.6 CARRIER shall not use any toll free calling database information to copy, store, maintain or create any table or database of any kind or for any purpose.

ATTACHMENT 04 –  
ALTERNATELY BILLED TRAFFIC (ABT)

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## 1.0 Introduction/Description

- 1.1 This Attachment is an integral part of the Private Commercial Agreement for Local Wholesale Complete (LWC) between AT&T-22STATE and CARRIER, and sets forth the terms and conditions for “Alternately Billed Traffic” or “ABT” (as defined herein). The ABT terms and conditions provided under the Agreement and this Attachment are only available as part of and use in conjunction with LWC. This Attachment is only applicable when CARRIER is purchasing LWC, and then only as part of the LWC Access Line (“LWCAL”) being provided (e.g., not for use separately, or with respect to any other offering by AT&T-22STATE).
- 1.2 “Alternately Billed Traffic” or “ABT” means a service that allows either Party’s end users to bill calls to accounts that may not be associated with the originating line, and includes only the following call types terminated to or from an LWCAL:
- 1.2.1 Local and intraLATA toll Collect calls,
  - 1.2.2 Local and intraLATA toll Bill-to-Third-Number calls, and
  - 1.2.3 Local and intraLATA toll Calling Card calls.
- 1.3 ABT can flow in either direction, for example, either originated by an AT&T-22STATE end user and terminating to a CARRIER’s LWCAL, or originated on a CARRIER’s LWCAL and terminating to an AT&T-22STATE end user. The Agreement and this Attachment therefore cover each Party’s obligation to pay the other Party on an intercarrier basis for ABT to or from either Party’s end users when CARRIER is purchasing LWC, and then as to the LWCALs only.
- 1.3.1 ABT does not include any interLATA long distance charges assessed by an Interexchange Carrier (IXC), or any 900, 976 or other Information Services charges.
- 1.4 Each Party will pay the other Party all tariffed charges for ABT calls accepted by their respective end users pursuant to the terms and conditions of the Agreement and this Attachment.
- 1.5 Because ABT occurring up to and including the termination date of the Agreement may be billed and paid on an intercarrier basis in the month following the termination date or later, the Parties acknowledge and agree that they will carry out this Attachment until the ABT subject to it has been billed and paid on an intercarrier basis, and will use commercially reasonable efforts to include all intercarrier ABT billing, payments and /or credits no later than the 30th day following the termination date of the Agreement. In no case shall the purchasing Party be liable for ABT charges for which ABT call detail was not furnished by the other Party within one hundred and eighty days of the date on which such usage was incurred.
- 1.6 The Parties agree that each Party is obligated to forward only true, correct and owing charges to the other Party for billing and collection, and agree that neither Party will knowingly send or bill Unauthorized Messages as ABT messages. The Parties agree that any Unauthorized Messages that are submitted as ABT messages shall be recouped back to the Non-Billing Party. In addition, if the Non-Billing Party has engaged in a pattern or practice of submitting Unauthorized Messages as ABT messages, or if an excessive number of subscriber complaints are lodged with the Billing Party, the FCC, any state PUC, commission or regulatory agency; or any suit filed related to Non-Billing Party’s alleged tender of Unauthorized Messages as ABT messages to the Billing Party, then the Billing Party may return all unbilled ABT messages received within the prior thirty (30) days and, in its sole discretion, terminate this Attachment, in whole or at a state level, upon five (5) days written notice, without further liability. The Parties further agree the Billing Party does not financially benefit from billing the Non-Billing Party’s Unauthorized Messages as ABT messages and, instead, incurs additional, significant expense and loss of subscriber good will.

## 2.0 Daily Usage File (DUF) Rates Messages

- 2.1 AT&T-22STATE will provide rated ABT call detail via the Daily Usage File (DUF).
- 2.2 AT&T-22STATE will record usage of all ABT on LWCALs. The recorded ABT minutes of use will be transmitted to the CARRIER electronically via the Daily Usage File (DUF). All message detail on the DUF shall be provided in

accordance with Exchange Message Interface (EMI) guidelines supported by the Ordering and Billing Forum (OBF). See DUF and OSS LWC Appendices.

- 2.3 CARRIER will provide rated ABT call detail via the Daily Usage File (DUF) or a mutually agreeable industry standard mechanism.
- 2.4 The ABT will be expressed as “rated message,” meaning the tariff rates applied to the individual call.
- 2.4.1 For ABT calls originating on the AT&T-22STATE network and terminating to CARRIER’s LWCALs, the rates for the ABT rated message will be as found in the applicable AT&T-22STATE tariffs, as those tariffs may be amended from time to time.
- 2.4.2 For ABT originating by CARRIER’s LWCALs and terminating to an AT&T-22STATE end user, the rates for the ABT rated message will be as found in the applicable CARRIER tariffs, as those tariffs may be amended from time to time.
- 2.4.3 In the event tariffing is no longer permitted or required by the appropriate regulatory commission, references to a tariff shall be deemed to refer to the corresponding provisions of the standard service descriptions, pricing and other provisions implemented by such party to replace the tariff, as may be revised from time to time.
- 2.5 AT&T-22STATE also records and transmits usage for third party local exchange carriers’ ABT accepted by Carrier’s end users. AT&T-22STATE will pass through all third party traffic without re-rating the messages.

### **3.0 Intercarrier Payment of ABT Charges**

- 3.1 On a reciprocal basis, each Party hereby agrees to pay the other Party all of the other Party’s ABT charges monthly. The Parties agree that the payment of ABT charges permits the paying Party to own outright the other Party’s ABT charges, and to collect those ABT charges as if they were its own, subject to recourse or further adjustment as set forth in Section 1.6 above or immediately below.
- 3.1.1 The Parties shall recourse any Rejected Messages or Unbillable Messages via the DUF or return DUF, using appropriate EMI guidelines.
- 3.1.1.1 Either Party shall adjust the other Party’s ABT charges for timely and properly returned Unbillable Messages and Rejected Messages within thirty (30) days or the next settlement after receipt of such Unbillable Messages or Rejected Messages.
- 3.1.1.2 Either Party may return Unbillable Messages and/or Rejected Messages to the other Party no later than sixty (60) days from the date the message was originally sent to it through the DUF.
- 3.1.1.3 Upon receipt of returned Rejected Messages, either Party may attempt to correct the message and re-send it to the other Party for subscriber billing.
- 3.2 The originating Party will pay the Party that has the billable end user a Billing and Collection (B&C) fee per billed message as set forth in the AT&T-13STATE and AT&T SOUTHEAST REGION 9-STATE pricing schedule.
- 3.3 If AT&T-22STATE is obligated to pay CARRIER for ABT, the billing, payment and dispute provisions of Section 11 of the General Terms and Conditions shall apply, with Carrier substituted for AT&T-22STATE and AT&T-22STATE substituted for Carrier.

### **4.0 Blocking ABT**

- 4.1 On a line by line basis, CARRIER may choose to block any of its LWC-served end users from generating ABT billing by ordering Toll Billing Exception (TBE) blocking at the terminating end of an LWCAL for collect and/or bill to third number calls, subject to applicable ordering processes and service order charges as specified elsewhere in the Agreement for each specific State.

- 4.2 AT&T-22STATE may choose to block any of its end users from generating ABT billing by establishing Toll Billing Exception on a line by line basis.
- 4.3 Each Party shall comply with all federal and state requirements to block subscriber access to ABT calls upon subscriber's request. Each Party may also block its subscriber access to ABT calls due to non-payment or fraudulent calling patterns.
- 4.4 Each Party shall cooperate with the other Party to investigate, minimize, and take corrective action in cases of potential fraud. Each Party shall also block its subscriber access to ABT calls upon the other Party's request in cases of potential fraud. Notwithstanding the foregoing, the Billing Party shall not be liable to the Non-Billing Party for any fraud associated with ABT calls originating from the Non-Billing Party's or third party client's network. Revenue associated with validated subscriber fraud will be adjusted on the appropriate summary bill, provided that when a request for blocking is required to perform a block, the request is submitted timely and in all cases blocking has been established on a timely basis.

## 5.0 Taxes on ABT Charges

- 5.1 The Party sending the ABT shall not add on any sales taxes, municipal fee surcharges, or other similar taxes to the ABT charges it sends to the Billing Party on either the Daily Usage Feed or the monthly ABT invoice.
- 5.2 When invoicing an end user, the Party billing the ABT shall be responsible for collection from the end user and/or payment to the appropriate taxing agency of all sales taxes, municipal fees, or other taxes of any nature, including interest and penalties, that may apply to end user charges billed under this Attachment.

## 6.0 Billing End Users and Responding to End User Inquiries

- 6.1 At its sole discretion, the purchasing Party may bill its end users for ABT transmitted by the other Party.
- 6.2 Nothing in this Attachment shall be construed as permission to use the other Party's corporate name, the name under which it is "doing business as," the company logo, trademarks, or service marks, or otherwise suggest that the ABT charges still belong to the originating network.
- 6.3 Each Party is responsible for answering inquiries or handling disputes from its own end users regarding the ABT charges contained on a bill.

## 7.0 Miscellaneous Terms and Conditions

- 7.1 This document contains the complete agreement between the Parties and supersedes all prior settlement agreements, negotiations and discussions between the Parties pertaining to ABT over LWC lines for the term of the Agreement and this Attachment.
- 7.2 Each Party shall comply with Applicable Law in performance of its duties under this Attachment.
- 7.3 As used herein:



- 7.3.1 “Billing Party” means the Party that receives rated ABT messages for billing and collection from its subscribers.
- 7.3.2 “Local Pay-Per-Call Service” means a program offered by AT&T-22STATE to the general public using the 900/976 service access code or any NXX service access code designated or reserved by AT&T-22STATE to transport pay-per-call messages. This service includes, but is not limited to, the dialing pattern of 900-NXX-XXXX or NPA-976-XXXX. It includes without limitation any service: (1) in which any person provides or purports to provide (i) audio information or audio entertainment produced or packaged by such person, (ii) access to simultaneous voice conversation services or (iii) any service, including the providing of a product, the charges for which are assessed on the basis of the completion of the call; or (2) for which the caller pays a per-call or per-time-interval charge that is greater than, or in addition to, the charge for transmission of the call.
- 7.3.3 “Non-Billing Party” means the Party that provides rated ABT messages to the Billing Party for billing to and collection from its subscribers.
- 7.3.4 “Rejected Message” means the rated value of ABT messages that failed to pass the established edits, including without limitation (1) messages that when initially received by the Billing Party are more than ninety (90) days from the date of origination of the call (or as such shorter or longer time as may be required by an appropriate regulatory authority); (2) messages that are missing information; (3) messages that contain incomplete or inaccurate information or (4) automatic number identification (“ANIs”) that do not belong to the Billing Party at the time the calls were made.
- 7.3.5 “Unbillable Message” means the rated value of ABT messages that were not billable to a valid Billing Party’s subscriber account because of missing information on the billing record or other billing error, not the result of an error by the Billing Party.
- 7.3.6 “Unauthorized Messages” means any message type described in Section 1.3.1, a message other than as set forth in Section 1.2.1, 1.2.2 or 1.2.3 above, or any of the following:
- 7.3.6.1 Direct dialed intraLATA or interLATA long distance toll messages including international toll calls.
  - 7.3.6.2 Operator-assisted or automated operator platform services transported by or transported for an Interexchange Carrier or Interexchange Carrier affiliate or Interexchange Carrier client of a Party including (1) collect, (2) third number billed or (3) calling card intraLATA toll calls.
  - 7.3.6.3 Charges for pre-paid calling cards, calling cards, debit cards, prepaid services or any fee associated with pre-paid calling cards, calling cards, debit cards or prepaid services. This does not include traditional toll usage charges and operator surcharges associated with calling card messages authorized under Section 1.2 above.
  - 7.3.6.4 Local Pay-Per-Call Services.
  - 7.3.6.5 Charges resulting from information and/or marketing practices that could cause harm to the Billing Party’s reputation, including, but not limited to, descriptions of sexual acts; child pornography, vulgar language; discrimination based on race, gender, ethnic origin, religion, disability, sexual orientation, or veteran status; references to or dealing in any illegal acts or the facilitation thereof; misleading, confusing or offensive marketing; marketing that exploits minors, developmentally or mentally incompetent people and/or negative pre-subscription.
  - 7.3.6.6 Messages that have been previously billed to the relevant subscriber.
  - 7.3.6.7 Messages for AT&T-22STATE pre-paid services
  - 7.3.6.8 Charges for services that result in excessive subscriber complaints.

- 7.3.6.9 Charges for 800 services to an originating subscriber.
- 7.3.6.10 Charges for cellular services and/or charges to phone numbers assigned to cellular services.
- 7.3.6.11 Charges that consist of combined individual call records and/or other charges to produce bulk billed services.
- 7.3.6.12 Zero-rated ABT messages for bill presentation.

# ATTACHMENT 05 - LIDB AND CNAM

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## 1.0 Introduction

1.1 This Attachment is an integral part of the Commercial Agreement for Local Wholesale Complete (“LWC”) between AT&T-22STATE and CARRIER (also referred to as “Customer”), and sets forth the terms and conditions for storage and administration of data in and querying the Line Information Data Base (LIDB) and/or the CNAM Database provided by the applicable AT&T Inc. (AT&T)-owned Incumbent Local Exchange Carrier (ILEC) in conjunction only with LWCALs purchased by Customer. This Attachment expressly does not apply to any LIDB or CNAM querying, storage and/or administration for any method of Customer provisioning local exchange or other service except for LWC, or for any other LIDB or CNAM storage or administration for Customer or any entity acting on behalf of, or through any relationship with, Customer.

## 2.0 Description of Service

2.1 Line Information Database (LIDB) and Calling Name (CNAM) database services (collectively “DB Services”) provided under this Agreement shall only be available with LWC. AT&T-22STATE will provide Customer with: storage of Customer’s End Users’ names and validation information in the databases used by AT&T-22STATE (“AT&T database”), and per-Query access to CNAM information, only when Customer is using LWC to provision local exchange telecommunications service

2.2 AT&T-22STATE’s DB Services are used to validate billing of collect calls, calls billed to a third party number and nonproprietary calling card calls (where available), to screen out attempts to bill calls to payphones, for billing and for fraud prevention. DB Services also provide the ability to associate a name with the calling party’s number for any name and number (“CNAM”) stored in the AT&T-22STATE database, allowing an End User (to which a call is being terminated and which subscribes to the necessary services) to view the calling party’s name.

2.3 Customer’s End Users’ names and validation information used to provision local exchange telecommunications service shall be stored in the AT&T-22STATE Database, and shall be available, on a per query basis only, to all entities that launch queries to that database. AT&T-22STATE, at its sole discretion, may opt to interconnect with and query other databases. In the event AT&T-22STATE does not query a third party calling name database that stores the calling party’s information, AT&T-22STATE cannot deliver the calling party’s information to a called End User. In addition, AT&T-22STATE cannot deliver the calling party’s information where the calling party subscribes to any service that would block or otherwise cause the information to be unavailable.

2.4 For each End User that subscribes to a switch based vertical feature providing calling name information to that End User for calls received, AT&T-22STATE will launch a query on a per call basis to the AT&T-22STATE Database or to a third party database, if available. AT&T-22STATE retains sole discretion to determine which (if any) third party databases will be queried and may, at its sole discretion, modify its choice of database vendors with whom it chooses to make arrangements.

2.5 AT&T-22STATE provides access to information in the AT&T-22STATE Database, including Customer’s End User information, to various providers of telecommunications services via queries to the AT&T-22STATE Database pursuant to tariffs and contracts. Information stored for Customer, pursuant to this Agreement, shall be available to those providers and other third parties.

2.6 When necessary for fraud control measures, AT&T-22STATE may perform additions, updates and deletions of Customer’s data to the LIDB (e.g., calling card deactivation).

### 2.7 Responsibilities of the Parties

2.7.1 Customer’s line records shall be populated with Customer’s End User information through the use of a service order. Customer will input and administer data in the same manner AT&T-22STATE administers its own data (e.g., via Service Order). Customer shall accurately, timely and completely populate all information for each of its Customer’s End User line records.

### 3.0 Pricing

- 3.1 AT&T-22STATE shall not charge Customer a separate charge for storage of Customer's End Users' names and validation information in the AT&T-22STATE Database. However, service order charges may apply. CNAM queries made from AT&T-13STATE service platforms under this Agreement are included as part of the service offering. For AT&T SOUTHEAST REGION 9-STATE, there is a charge of \$2.11 per line, per month flat rate for CNAM queries that are launched within the AT&T SOUTHEAST REGION 9-STATE region, from lines that have a vertical feature used to launch such queries,.

### 4.0 Ownership of Information

- 4.1 Customers storing information in the AT&T-22STATE Database retain full and complete ownership and control over such information. Customer shall not obtain any ownership interest in any other data by virtue of this Agreement (including without limitation this Attachment).
- 4.2 Unless expressly authorized in writing between the Parties, Customer will use queried CNAM information only for the purpose of delivery of Calling Name Information to Customer's LWC End Users who have a switch based vertical feature providing calling name information (e.g. CNDS). Customer may use queried CNAM information for such authorized purpose only on a call-by-call basis. Customer may not store for future use any data that Customer obtains from these DB Services.
- 4.3 Customer will not copy, store, maintain, or create any table or database of any kind based upon information Customer receives from queries launched under this Agreement.
- 4.4 Fraud, abuse and misuse of AT&T services are prohibited. AT&T may immediately suspend, restrict or terminate the provision of any service, in whole or in part, and may deny requests for additional service or initiate other appropriate action, if it suspects fraud, abuse or misuse by Carrier, End Users, or third parties, or if it determines that an unusually high volume of calls is being generated by Carrier or Carrier's End User in any 24 hour period. Fraud, abuse and misuse of service include; but is not limited to: Fraudulently passing, or attempting to fraudulently pass, a name or telephone number not associated with the calling party.
- 4.5 In addition to any other remedies available at law or in equity or under the Agreement, if Customer use of information for any purpose not specifically authorized under the Agreement (including without limitation this Attachment), AT&T-22STATE may immediately terminate the Agreement and stop providing access to AT&T-22STATE's DB Services, including the service that launches queries, without liability to Customer and/or any LWC End Users.

# ATTACHMENT 06 – OPERATIONS SUPPORT SYSTEMS

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## 1.0 Introduction

1.1 This Attachment is an integral part of the Commercial Agreement for Local Wholesale Complete between AT&T-22STATE and CARRIER, and sets forth terms and conditions for use of Operations Support Systems (OSS) "functions" for pre-ordering, ordering, provisioning, maintenance/repair, and billing that AT&T-22STATE makes available to CARRIER in conjunction with Local Wholesale Complete (LWC).

## 2.0 Definitions

2.1 "Service Bureau Provider (SBP)" means a company not affiliated with CARRIER which has been engaged by a CARRIER to act on its behalf for purposes of accessing AT&T-22STATE OSS application-to-application interfaces via a dedicated connection over which multiple CARRIER's local service transactions are transported.

## 3.0 General Provisions

3.1 AT&T-22STATE'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-22STATE will provide electronic access to OSS via web-based GUIs and application-to-application interfaces. These GUIs and interfaces will allow CARRIER to perform pre-order, order, provisioning, maintenance and repair functions. AT&T-22STATE will follow industry guidelines and the Change Management Process (CMP) in the development of these interfaces.

3.3 The Parties agree that the Offerings are not subject to any AT&T-22STATE change management processes (often referred to as "CMP"). Provided however, that changes to systems and processes that are common to both the Offerings hereunder and AT&T-22STATE Section 251 offerings shall continue to be managed via CMP and CARRIER hereunder shall be subject to the outcomes of such CMP. AT&T shall provide reasonable notice of any process or system changes not subject to CMP.

3.4 AT&T-22STATE 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-22STATE in its sole discretion from time to time. All Parties agree to abide by the procedures contained in the then-current documentation.

3.5 AT&T-22STATE's OSS are designed to accommodate requests for both current and projected demands of CARRIER and other carriers in the aggregate.

3.6 CARRIER shall advise AT&T-22STATE no less than seven (7) Business Days in advance of any anticipated ordering volumes above CARRIER's normal average daily volumes.

3.7 It is the sole responsibility of CARRIER to obtain the technical capability to access and utilize AT&T-22STATE's OSS interfaces. All hardware and software requirements for the applicable AT&T-22STATE Regional OSS are specified on AT&T's CLEC Online website.

3.8 CARRIER must access the AT&T-22STATE OSS interfaces as indicated in the connectivity specifications and methods set forth on AT&T's CLEC Online website.

3.9 Prior to initial use of AT&T-22STATE's Regional OSS, CARRIER shall attend and participate in implementation meetings to discuss CARRIER access plans in detail and schedule testing.

3.10 The technical support function of electronic OSS interfaces can be accessed via the AT&T CLEC Online website. CARRIER will also provide a single point of contact for technical issues related to CARRIER's use of AT&T-22STATE's electronic interfaces.

- 3.11 AT&T-22STATE shall provide nondiscriminatory access to OSS processes. When OSS processes are not available electronically, AT&T-22STATE shall make manual processes available.
- 3.12 Due to enhancements and on-going development of access to AT&T-22STATE CARRIER OSS functions, certain interfaces may be modified, may be temporarily unavailable, or may be phased out after execution of this Agreement. AT&T-22STATE shall provide proper notice of interface phase-out in accordance with CMP.
- 3.13 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.
- 3.14 Proper Use of OSS Interfaces
- 3.14.1 CARRIER shall use AT&T-22STATE electronic interfaces, as described herein, exclusively for the purposes specifically provided herein. In addition, CARRIER agrees that such use will comply with AT&T-22STATE'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, CARRIER shall be responsible for and is liable to AT&T-22STATE for any cost expense or liability relating to any unauthorized entry or access into, or use or manipulation of AT&T-22STATE's OSS from CARRIER systems, workstations or terminals or by CARRIER employees, agents, or any Third Party gaining access through information and/or facilities obtained from or utilized by CARRIER and shall pay AT&T-22STATE for any and all damages caused by such unauthorized entry.
- 3.14.2 CARRIER's access to pre-order functions will only be used to view Customer Proprietary Network Information (CPNI) of another carrier's End User where CARRIER has obtained an authorization from the End User for release of CPNI.
- 3.14.2.1 CARRIER shall maintain records of individual End Users' authorizations for change in local Exchange Service and release of CPNI in accordance with Applicable Law.
- 3.14.2.2 CARRIER is solely responsible for determining whether proper authorization has been obtained and holds AT&T-22STATE harmless from any loss on account of CARRIER'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. CARRIER will obtain access to End User customer record information in accordance with Applicable Law.
- 3.14.3 AT&T-22STATE shall be free to connect an End User to any carrier based upon that carrier's request and that carrier's assurance that proper End User authorization has been obtained.
- 3.14.4 By using electronic interfaces to access OSS functions, CARRIER agrees to perform accurate and correct ordering of LWC Services. CARRIER is also responsible for all actions of its employees using any of AT&T-22STATE's OSS. In addition, CARRIER agrees to indemnify and hold AT&T-22STATE harmless against any claim made by an End User of CARRIER or Third Parties against AT&T-22STATE caused by or related to CARRIER's use of any AT&T-22STATE OSS.
- 3.14.5 In the event AT&T-22STATE has good cause to believe that CARRIER has used AT&T-22STATE OSS in a way that conflicts with this Agreement or Applicable Law, AT&T-22STATE shall give CARRIER written Notice describing the alleged misuse ("Notice of Misuse"). CARRIER shall immediately refrain from the alleged misuse until such time that CARRIER responds in writing to the Notice of Misuse, which CARRIER shall provide to AT&T-22STATE within twenty (20) calendar days after receipt of the Notice of Misuse. In the event CARRIER agrees with the allegation of misuse, CARRIER shall refrain from the alleged misuse during the term of this Agreement.
- 3.14.6 In the event CARRIER does not respond to the Notice of Misuse or does not agree that the CARRIER's use of AT&T-22STATE OSS is inconsistent with this Agreement or Applicable Law, then the Parties agree to the following steps:

- 3.14.6.1 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, CARRIER shall continue to refrain from using the particular OSS functionality in the manner alleged by AT&T-22STATE to be improper, until CARRIER has implemented a mutually agreeable remedy to the alleged misuse.
- 3.14.6.2 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.
- 3.14.7 In order to determine whether CARRIER has engaged in the alleged misuse described in the Notice of Misuse, AT&T-22STATE shall have the right to conduct an audit of CARRIER's use of the AT&T-22STATE OSS. Such audit shall be limited to auditing those aspects of CARRIER's use of the AT&T-22STATE OSS that relate to the allegation of misuse as set forth in the Notice of Misuse. AT&T-22STATE shall give ten (10) calendar days advance written Notice of its intent to audit CARRIER ("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), CARRIER shall provide AT&T-22STATE with access to the requested information in any reasonably requested format, at an appropriate CARRIER location, unless otherwise agreed to by the Parties. The audit shall be at AT&T-22STATE'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-22STATE 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-22STATE. If CARRIER fails to cooperate in the audit, AT&T-22STATE reserves the right to terminate CARRIER's access to electronic processes.

#### 4.0 Pre-Ordering

- 4.1 AT&T-22STATE Regional OSS are available in order that CARRIER can perform the pre ordering functions for LWC 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
- 4.2 Loop make-up information is not necessary for the Services offered pursuant to this Agreement and, although the function may be available as a pre-ordering function of the Interfaces, CARRIER is not authorized to receive loop make-up information pursuant to this Agreement. CARRIER shall not request loop make-up information for Services under this Agreement and shall indemnify AT&T-22STATE against any claims, loss, damage or other expenses arising as a result of CARRIER requesting loop make-up.
- 4.3 Complete Regional OSS pre-order functions may be found on AT&T's CLEC Online website.
- 4.4 CARRIER shall provide AT&T-22STATE with access to End User record information, including circuit numbers associated with each telephone number where applicable and when CARRIER has such information available. CARRIER shall provide such information within four (4) hours after requested via electronic access where available. If electronic access is not available, CARRIER shall provide to AT&T-22STATE the End User record information by a mutually agreeable method within twenty-four (24) hours of a valid request, exclusive of Saturdays, Sundays and holidays, including circuit numbers associated with each telephone number where applicable and when CARRIER has such information available.

4.5 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-22STATE will provide ordering functionality. To order any LWC Services CARRIER will format a Local Service Request (LSR) to identify the features, services or elements CARRIER is requesting AT&T-22STATE to provision in accordance with applicable AT&T-22STATE ordering requirements and other terms and conditions of this Agreement. Ordering requirements are located on AT&T's CLEC Online website.

5.2 AT&T-22STATE product/service intervals are located on AT&T's CLEC Online website.

5.3 AT&T-22STATE shall return a Firm Order Confirmation (FOC) in accordance with the applicable performance intervals.

5.4 AT&T-22STATE shall bill to CARRIER 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 AT&T-13STATE and AT&T SOUTHEAST REGION 9-STATE Pricing Schedules, 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).

## 6.0 Provisioning

6.1 AT&T-22STATE will provide to CARRIER nondiscriminatory provisioning of LWC 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-22STATE shall provision services during its regular working hours. To the extent CARRIER requests provisioning of service to be performed outside AT&T-22STATE's regular working hours, or the work so requested requires AT&T-22STATE's technicians or project managers to work outside of regular working hours, AT&T-22STATE will assess overtime charges as set forth on an individual case basis.

6.3 In the event AT&T-22STATE must dispatch to the End User's location more than once for provisioning of LWC Services due to incorrect or incomplete information provided by CARRIER (e.g., incomplete address, incorrect contact name/number, etc.), AT&T-22STATE will bill CARRIER for each additional dispatch required to provision the circuit due to the incorrect/incomplete information provided. AT&T-22STATE 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.

## 7.0 Maintenance/Repair

7.1 AT&T-22STATE will provide CARRIER 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-22STATE will maintain, repair and/or replace LWC Services in accordance with this agreement.

7.4 Neither CARRIER or its End Users shall rearrange, move, disconnect, remove or attempt to repair any facilities owned by AT&T-22STATE except with the prior written consent of AT&T-22STATE.

7.5 CARRIER will be responsible for testing and isolating troubles on LWC Services. CARRIER must test and isolate trouble to the AT&T-22STATE network before reporting the trouble to the Maintenance Center. Upon request from AT&T-22STATE at the time of the trouble report, CARRIER will be required to provide the results of the CARRIER test isolating the trouble to the AT&T-22STATE network.

7.6 For all LWC Services repair requests, CARRIER shall adhere to AT&T-22STATE's prescreening guidelines prior to referring the trouble to AT&T-22STATE.

- 7.7 CARRIER will contact the appropriate AT&T-22STATE repair centers in accordance with procedures established by AT&T-22STATE.
- 7.8 AT&T-22STATE reserves the right to contact CARRIER's End Users, if deemed necessary, for provisioning or maintenance purposes.
- 7.9 Repair requests are billed in accordance with the provisions of this Agreement. If CARRIER reports a trouble on a AT&T-22STATE LWC Service and no trouble is found in AT&T-22STATE's network, AT&T-22STATE will charge CARRIER 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-22STATE in order to confirm the working status. AT&T-22STATE will assess these charges at the rates set forth in the AT&T SOUTHEAST REGION 9-STATE and AT&T-13STATE Pricing Schedules and/or applicable tariffs.
- 7.10 In the event AT&T-22STATE must dispatch to an End User's location more than once for repair or maintenance of LWC Services due to incorrect or incomplete information provided by CARRIER (e.g., incomplete address, incorrect contact name/number, etc.), AT&T-22STATE will bill CARRIER for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. AT&T-22STATE 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 AT&T SOUTHEAST REGION 9-STATE and AT&T-13STATE Pricing Schedules.
- 7.11 CARRIER shall pay Time and Material charges when AT&T-22STATE dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than AT&T-22STATE or in detariffed CPE provided by AT&T-22STATE, unless covered under a separate maintenance agreement.
- 7.12 CARRIER 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.
- 7.13 If CARRIER issues a trouble report allowing AT&T-22STATE access to End User's premises and AT&T-22STATE personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that AT&T-22STATE personnel are dispatched. Subsequently, if AT&T-22STATE personnel are allowed access to the premises, these charges will still apply.
- 7.14 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-22STATE performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of AT&T-22STATE performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of AT&T-22STATE performed other than on a normally scheduled workday.
- 7.14.1 If CARRIER requests or approves an AT&T-22STATE technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CARRIER 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-22STATE will provide to CARRIER nondiscriminatory access to associated billing information as necessary to allow CARRIER to perform billing functions.
- 8.2 The charges for bill data are dependent upon the manner in which such bill data is delivered to CARRIER.
- 8.3 CARRIER agrees to pay the applicable rates set forth in the Pricing Schedule and/or applicable tariffs, price list or service guides.

## 9.0 Data Connection Security Requirements

- 9.1 In connection with its access to AT&T's OSS under this Attachment, CARRIER agrees to comply with AT&T-22STATE 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 CARRIER agrees that interconnection of CARRIER data facilities with AT&T-22STATE data facilities for access to OSS will be in compliance with AT&T-22STATE's "Competitive Local Exchange Carrier (CARRIER) Operations Support System Interconnection Procedures" document current at the time of initial connection to AT&T-22STATE 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 CARRIER shall immediately notify AT&T-22STATE 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 CARRIER's or AT&T-22STATE'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 CARRIER equipment on AT&T-22STATE's premises, such maintenance will be provided under the terms of the "Competitive Local Exchange Carrier (CARRIER) 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, CARRIER or AT&T-22STATE, as appropriate to the ownership of a failed component. As necessary, CARRIER and AT&T-22STATE 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 CARRIER or AT&T-22STATE, 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 CARRIER) 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 Unless otherwise specified herein, charges for the use of AT&T-22STATE'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 and/or applicable tariffs, price list or service guides.

### 10.2 Single Point of Contact:

10.2.1 CARRIER will be the single point of contact with AT&T-22STATE for ordering activity for LWC Services used by CARRIER to provide services to its End Users, except that AT&T-22STATE may accept a request directly from another carrier, or AT&T-22STATE, acting with authorization of the affected End User. When an End User of CARRIER elects to discontinue service and to transfer service to another Local Exchange Carrier, including AT&T-22STATE, AT&T-22STATE shall have the right to reuse the facilities used to provide LWC to CARRIER, and regardless of whether the End User served with such facilities has paid all charges to CARRIER or has been denied service for nonpayment or otherwise. AT&T-22STATE will notify CARRIER that such a request has been processed after the disconnect order has been completed.

### 10.3 Use of Facilities:

10.3.1 When an End User of CARRIER elects to discontinue service and to transfer service to another LEC, including AT&T-22STATE, AT&T-22STATE shall have the right to reuse the facilities provided to CARRIER, regardless of whether those facilities are provided as LWC Services, and regardless of whether the End User served with such facilities has paid all charges to CARRIER or has been denied service for nonpayment or otherwise. AT&T-22STATE will notify CARRIER that such a request has been processed after the disconnect order has been completed.

10.4 AT&T-22STATE will provide loss notifications to CARRIER. This notification alerts CARRIER 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.

## 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, CARRIER shall be permitted to access AT&T-22STATE OSS via a Service Bureau Provider as follows:

11.1.1 CARRIER shall be permitted to access AT&T-22STATE application-to-application OSS interfaces, via a Service Bureau Provider where CARRIER has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with AT&T-22STATE to allow Service Bureau Provider to establish access to and use of AT AT&T-22STATE's OSS.

11.1.2 CARRIER's use of a Service Bureau Provider shall not relieve CARRIER of the obligation to abide by all terms and conditions of this Agreement. CARRIER must ensure that its agent properly performs all OSS obligations of CARRIER under this Agreement, which CARRIER delegates to Service Bureau Provider.

11.1.3 It shall be the obligation of CARRIER 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-22STATE shall have a reasonable transition time to establish a connection to a Service Bureau Provider once CARRIER provides Notice. Additionally, AT&T-22STATE shall have a reasonable transition period to terminate any such connection after Notice from CARRIER that it has terminated its agency relationship with a Service Bureau Provider.

- 11.2 AT&T-22STATE 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-22STATE's control associated with Third Party systems or equipment including systems, equipment and services provided by a Service Bureau Provider (acting as CARRIER's agent for connection to AT&T-22STATE's OSS) which could not be avoided by AT&T-22STATE 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 07 -

## 911/E911

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## 1.0 Introduction

- 1.1 This Attachment is an integral part of the Private Commercial Agreement for Local Wholesale Complete (LWC) between AT&T-22STATE and CARRIER, and sets forth terms and conditions for E911 Service provided as part of LWC by the applicable AT&T-22STATE ILEC. Use of E911 Service provided under the Agreement and this Attachment is only available as part of and use in conjunction with LWC. This Attachment is only applicable when CARRIER is purchasing LWC, and then only as part of the LWC being provided (e.g., not for use separately, or with respect to any other offering by AT&T-22STATE).

## 2.0 Definitions

- 2.1 "911 Trunk" means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from an AT&T-22STATE Serving Switch to the 911/E911 system.
- 2.2 "Automatic Location Identification" or "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.
- 2.3 "Automatic Number Identification" or "ANI" means the telephone number associated with the access line from which a call to 911 originates.
- 2.4 "Company Identifier" or "Company ID" means a three to five (3 to 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.
- 2.5 "Database Management System" or "DBMS" means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 systems.
- 2.6 "E911 Customer" means a municipality or other state or local government unit, or an authorized agent of one 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 telephone number, 911.
- 2.7 "E911 Universal Emergency Number Service" (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 Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).
- 2.8 "Emergency Services" means police, fire, ambulance, rescue, and medical services.
- 2.9 "Emergency Service Number" or "ESN" means a three to five (3 to 5) digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency (ies).
- 2.10 "National Emergency Number Association" or "NENA" means the National Emergency Number Association 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.
- 2.11 "Public Safety Answering Point" or "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.

2.12 “Selective Routing” and “Selective Router” or “SR” means the routing and equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

2.13 “Service Provider” means an entity that provides one or more of the following 911 elements; network, database, or CPE.

### 3.0 AT&T-22STATE Responsibilities

3.1 AT&T-22STATE shall provide and maintain such equipment at the 911 SR and the DBMS as is necessary to perform the 911/E911 services set forth herein when AT&T-22STATE is the 911/E911 Service Provider for a Rate Center in which CARRIER is authorized to provide local telephone exchange service and has LWC End Users. This shall include the following:

#### 3.2 Call Routing

3.2.1 AT&T-22STATE will switch 911 calls from CARRIER’s LWC Access Lines (LWCALs) through the 911 SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.

3.2.2 AT&T-22STATE will forward the calling party number (ANI) of CARRIER’s LWCALs and the associated Service Location Address provided by CARRIER for its LWC End Users to the PSAP for the Automatic Location Identification (ALI) display. If no ANI is forwarded to the 911 SR that serves the AT&T-22STATE Serving Switch where CARRIER’s LWCAL is provisioned, AT&T-22STATE will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded, but no ALI record is found in the E911 DBMS, AT&T-22STATE will forward a “No Record Found” to the PSAP and report this “No Record Found” condition to the CARRIER in accordance with NENA standards.

#### 3.3 911 Trunking

3.3.1 AT&T-22STATE shall provide and maintain sufficient dedicated 911 trunks from AT&T-22STATE’s Serving Switch where CARRIER’s LWCAL is provisioned to the 911 SR and from the 911 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.

#### 3.4 911 Database Maintenance

3.4.1 Where AT&T-22STATE manages the 911/E911 database, AT&T-22STATE shall store the CARRIER’s LWC End User 911 Records (that is, the name, address, and associated telephone number(s) for each of CARRIER’s LWC End Users) in the electronic data processing database for the 911 DBMS.

3.4.2 Where AT&T-22STATE manages the DBMS, AT&T-22STATE shall establish a process for the management of NPA splits by populating the DBMS with the appropriate NPA codes.

3.4.3 Where AT&T-22STATE is the 911/E911 Service Provider, AT&T-22STATE shall provide CARRIER LWC End User location information to the PSAP and shall accept calls from PSAPs concerning E911 Service for CARRIER LWC End Users. CARRIER and AT&T-22STATE agree to work cooperatively on requests from a PSAP in an expeditious manner if such a request requires participation from both parties.

#### 3.5 Where AT&T-22STATE is the 911/E911 Database Provider,

3.5.1 AT&T-22STATE, upon receipt of an LSR from CARRIER for LWC End User records, will perform any necessary error correction of a LWC End User record if said record errs as a result of 911 data validation processes and that such error can be corrected without additional information provided to AT&T-22STATE from CARRIER. If the LWC record does not pass 911 data validation processes and requires additional input from CARRIER, CARRIER and AT&T-22STATE will work cooperatively to correct such error.

- 3.5.2 AT&T-22STATE shall use the appropriate service order process to update and maintain CARRIER LWC End User service address information utilized for inclusion in the Automatic Location Identification (ALI) database used to support 911/E911 on a non-discriminatory basis.
- 3.5.3 AT&T-22STATE, upon receipt of a change to the Master Street Address Guide (MSAG) from an authorized E911 Customer, will update CARRIER LWC End User records in the ALI Database. AT&T-22STATE will update all CARRIER LWC End User records in the ALI database affected by such a change in accordance with the MSAG change submitted by the E911 Customer. The Parties agree to work cooperatively to address discrepancies in the 911 database.
- 3.5.4 AT&T-22STATE, upon receipt of an ALI Database Error Report from an authorized E911 Customer, will update CARRIER LWC End User records in the ALI Database in accordance with the change to the ALI record submitted by the E911 Customer. The Parties agree to work cooperatively to address discrepancies in the E911 database.
- 3.5.5 AT&T-22STATE, upon receipt of a “No Record Found” (NRF) or Misroute report from an authorized E911 Customer, will investigate and resolve said NRF or Misroute report on CARRIER’s behalf. If said NRF or Misroute report requires assistance from CARRIER, CARRIER and AT&T-22STATE will work cooperatively to resolve all NRFs and Misroutes in an expeditious manner.

#### **4.0 Carrier Responsibilities**

- 4.1 CARRIER or its representatives shall be responsible for providing CARRIER’s LWC End User Records to AT&T-22STATE for inclusion in AT&T-22STATE’s 911 DBMS on a timely basis. CARRIER shall provide AT&T-22STATE with accurate and complete information regarding CARRIER’s LWC End User(s) in a format and time frame prescribed by AT&T-22STATE for purposes of E911 administration.
- 4.2 CARRIER shall order and provide accurate service address information for all LWC orders using the Local Service Request (LSR) process established by AT&T-22STATE. Where AT&T-22STATE is the 911/E911 Service Provider, AT&T-22STATE shall provide access to E911 Services for CARRIER’s LWC End Users in the same manner that it provides such access to AT&T-22STATE own retail End Users. This access shall include 911 call routing to a Public Safety Answering Point (PSAP) designated to receive a 911 call from a CARRIER LWC End User based on the service location of that LWC End User.
- 4.3 CARRIER is responsible for collecting from its LWC End Users and remitting to the appropriate municipality or other governmental entity any applicable 911/E911 surcharges assessed on the local service provider and/or LWC End Users by any municipality or other governmental entity within whose boundaries the CARRIER provides local exchange service using LWC.
- 4.4 All CARRIER LWC End User 911 Records, in accordance with NENA standards, will use the appropriate AT&T-22STATE NENA Company ID to identify the dial tone provider of record and where applicable submit the necessary documentation to establish the appropriate NENA Company ID.

#### **5.0 Methods and Practices**

- 5.1 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 E911 Service: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of AT&T-22STATE’s 911/E911 and any other emergency services tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

#### **6.0 Contingency**

- 6.1 The terms and conditions of this Attachment represent a negotiated plan for providing 911/E911 Service in conjunction with LWC.

6.2 The Parties agree that the E911 Service is provided 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-22STATE and CARRIER.

## 7.0 Basis of Compensation

7.1 Rates for E911 Services are set forth in Exhibit 1 – LWC 911/E911 for those states where AT&T-22STATE is prohibited by law, tariff, or otherwise from billing the E911 Customer for the 911 Database maintenance functions within this Attachment associated with an LWCAL.

## 8.0 Liability

8.1 In addition to the requirements of this Attachment 911/E911, the Parties agree E911 Service will be provided in accordance with Applicable Law.



**EXHIBIT 1 – LWC 911/E911****MRC****ILLINOIS**

911 Database Management  
ANI/ALI/SR  
Per 100 Records \$3.53

**INDIANA**

911 Database Management  
ANI/ALI/SR  
Per 100 Records \$3.55

**MICHIGAN**

911 Database Management  
ANI/ALI/SR  
Per 100 Records \$3.93

**OHIO**

911 Database Management  
ANI/ALI/SR  
Per 100 Records \$5.32

**WISCONSIN**

911 Database Management  
ANI/ALI/SR  
Per 100 Records \$3.75

ATTACHMENT 08 -  
BASIC ANALOG SWITCHING  
FUNCTIONALITY AND NON-DEDICATED  
TRANSPORT

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## 1.0 Introduction

1.1 This Appendix is an integral part of the Private Commercial Agreement for Local Wholesale Complete between AT&T-22STATE and CARRIER, and sets forth additional terms and conditions under which AT&T-22STATE will provide Basic Analog Switching Functionality and non-dedicated transport, each as part of a LWCAL. Use of Basic Analog Switching Functionality and non-dedicated transport under the Agreement and this Appendix is only available as part of and use in conjunction with LWC. This Appendix is only applicable when CARRIER is purchasing LWC, and then only as part of the LWC being provided (e.g., not for use separately, or with respect to any other offering by AT&T-22STATE).

## 2.0 Basic Analog Switching Functionality

2.1 AT&T-22STATE Serving Switch shall use the routing instructions resident in it to direct all CARRIER traffic originated by, or terminated to, an LWCAL.

2.2 AT&T-22STATE will allow CARRIER to designate the features, functions, and capabilities that are available on a particular LWCAL to the extent such features, functions, and capabilities are Loaded and Activated in that LWC End User's Serving Switch for use with Basic Analog Switching Functionality. ("Loaded" and "Activated" are elsewhere defined in the Agreement.) When CARRIER purchases LWCAL, CARRIER will be required to designate which of those features, functions, and capabilities that are to be included on the LWCAL.

2.3 As part of LWC and the use of non-dedicated transport, AT&T-22STATE will also provide the use of its tandem switching for the transport of toll traffic where an interexchange carrier (including the LWCAL's interLATA PIC/intraLATA LPIC) is not directly connected to the Serving Switch, and where AT&T-22STATE is providing for the transport of "1+" intraLATA toll traffic as provided herein. AT&T-22STATE tandem switching is only provided as part of routing traffic that originates from, or terminates to, an LWCAL.

2.4 LWC as provided by AT&T-22STATE includes standard Central Office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.

2.5 AT&T-22STATE will control congestion points such as those caused by radio station call-ins and network routing abnormalities using appropriate network capabilities. CARRIER agrees to respond to AT&T-22STATE's notifications regarding network congestion.

2.6 AT&T-22STATE will perform testing on LWCALs for CARRIER in the same manner and frequency that AT&T-22STATE performs for its own retail or resale customers for an equivalent service.

2.7 AT&T-22STATE will repair and restore any AT&T-22STATE equipment that may adversely impact LWC.

2.8 Where the technical capability is available, AT&T-22STATE will provide usage detail for the Basic Analog Switching Functionality used in a LWCAL in accordance with and subject to other application provisions of this Agreement. Refer to DUF and OSS LWC Appendices for provisions regarding the daily usage detail records, and the usage record provisions, including those addressing Daily Usage Feed (DUF) provisions of this Agreement.

2.9 Where technically feasible, AT&T-22STATE will provide CARRIER with the use of the functionality to block in-collect calls (collect calls, calling card calls and calls billed to 3rd parties), 900 calls, international calls (IDDD), and toll calls) by line or trunk for LWCALs to the extent that AT&T-22STATE provides such blocking capabilities to its end users and to the extent required by federal and/or State law.

## 3.0 Non-Dedicated Transport

3.1 With LWC, AT&T-22STATE provides non-dedicated transport, which is defined as the transmission facilities shared by more than one carrier, including the relevant AT&T-22STATE entity, between end office switches, between end office switches and tandem switches, and between tandem switches, in the relevant AT&T-22STATE network to the extent of the included calling scope provided for in the Agreement.

3.2 This non-dedicated transport permits CARRIER to use AT&T-22STATE for the origination from and termination to the associated LWCAL of local traffic to and from AT&T-22STATE switches or third-party switches.

### 3.3 IntraLATA Toll Transmission

- 3.3.1 AT&T-21STATE shall also make available, upon a LWCAL-specific request, the ability to route over AT&T-21STATE's existing network "1+" intraLATA calls originating from that LWCAL ("L-PIC Ability"). The L-PIC Ability will be provided from the Serving Switch for the LWCAL, and consists of use of AT&T-21STATE's existing intraLATA interexchange transmission facilities using the same routing tables and network facilities, including interexchange trunk groups and tandem switching (per above), as "1+" intraLATA toll calls originated from the same Serving Switch by AT&T-21STATE's retail end users for whom AT&T-21STATE is the presubscribed intraLATA toll carrier. The L-PIC Ability shall be made available through the use by CARRIER of AT&T-21STATE's routing code or, if the means exist and are enabled by AT&T-21STATE to use CARRIER's Carrier Identification Code (CIC) instead of AT&T-21STATE's code, then using CARRIER's CIC.
- 3.3.2 AT&T CONNECTICUT Only: AT&T CONNECTICUT will make available, upon a LWCAL-specific request, an L-PIC Ability for "1+" calls placed to points outside of AT&T CONNECTICUT's local calling area, but within AT&T CONNECTICUT's retail intraLATA toll service area. The L-PIC Ability will be provided from AT&T CONNECTICUT's Serving Switch for the LWCAL, and consists of use of AT&T CONNECTICUT's existing intraLATA interexchange transmission facilities using the same routing tables and network facilities, including interexchange trunk groups and tandem switching, as "1+" intraLATA toll calls originated from the same Serving Switch by AT&T CONNECTICUT's retail end users for whom AT&T CONNECTICUT is the presubscribed intraLATA toll carrier.
- 3.3.2.1 CARRIER acknowledges that "1+" calls from AT&T CONNECTICUT -provided LWCAL using the L-PIC Ability to Verizon switches in its incumbent service area may be originated and carried under the terms hereof, but that "1+" calls to other intrastate interLATA switches owned by other telecommunications carriers may not be originated or carried using the L-PIC Ability (e.g., Woodbury). Where appropriate in the context, references to "intraLATA" with respect to AT&T CONNECTICUT shall include such use to the Verizon switches.
- 3.3.2.2 AT&T CONNECTICUT's L-PIC Ability shall be made available to CARRIER through the use of a pseudo-Carrier Identification Code ("pseudo-CIC") assigned exclusively to CARRIER. The L-PIC Ability is only available to CARRIER for an LWCAL purchased by CARRIER on which CARRIER has specifically designated the pseudo-CIC as the LPIC (after the pseudo-CIC become available for use). CARRIER shall not use any other pseudo-CIC assigned to another telecommunications carrier or any other routing code enabled for use in AT&T CONNECTICUT's network. AT&T CONNECTICUT will provide call detail to CARRIER on a daily basis consistent with its then-current practices for LWCAL usage.
- 3.3.2.3 To be enabled to use the L-PIC Ability, CARRIER shall provide a written request to AT&T CONNECTICUT. AT&T CONNECTICUT shall thereafter bill CARRIER (and CARRIER shall promptly pay to AT&T CONNECTICUT) a one-time service charge for assigning and establishing CARRIER's exclusive pseudo-CIC in AT&T CONNECTICUT's systems and switches. CARRIER acknowledges and agrees that this charge is non-refundable, regardless of whether and to what extent CARRIER uses the L-PIC Ability. CARRIER shall have no right in any pseudo-CIC except the right to use it in accordance with this Agreement and its permitted use of the L-PIC Ability. CARRIER shall cease use of the pseudo-CIC with the termination of this Agreement, unless otherwise provided in any successor interconnection agreement. AT&T CONNECTICUT reserves the right to modify or change the pseudo-CIC code used by CARRIER hereunder, with such change effective thirty (30) days after written notice to CARRIER of the change. CARRIER will not be charged for changing the pseudo-CIC Code.
- 3.3.2.4 The L-PIC Ability shall thereafter become available to CARRIER in an estimated six (6) weeks after AT&T CONNECTICUT's receipt of payment under Section 3.3.2.3. The Parties agree that in order to implement the updating of AT&T CONNECTICUT's switches with CARRIER's pseudo-CIC within the six weeks, CARRIER will obtain and provide its Exchange Carrier Code to AT&T CONNECTICUT upon the execution of this Amendment.

- 3.3.2.5 For intraLATA “0+” operator service calls placed from a LWCAL using the L-PIC Ability, the MOU charge shall be charged for call transport. For directory assistance calls placed from a LWCAL using the L-PIC Ability, and where the calling party uses “directory assistance call completion” to place an intraLATA “1+” call, the MOU charge shall be charged for call transport. Other charges for non-transport functions for such calls (e.g., OS, DA, DACC charges) shall apply as set forth in the Agreement or tariff, as applicable.
- 3.3.2.6 AT&T CONNECTICUT will bill the MOUs to CARRIER on a monthly basis for total MOUs on completed calls placed from AT&T CONNECTICUT LWCALs purchased by CARRIER, and on which LWCALs CARRIER has specifically ordered the pseudo-CIC be used as the LPIC. CARRIER acknowledges that AT&T CONNECTICUT's charges to CARRIER will be rendered using the rating as set forth in Section 20 of AT&T CONNECTICUT's Connecticut Access Tariff. After rendering a bill to CARRIER, AT&T CONNECTICUT will make manual adjustments to the bill to reflect the per-MOU price set forth in this Section.
- 3.3.2.7 This Section 3.3.2 shall not apply if AT&T CONNECTICUT no longer provides the L-PIC ability in the manner on which this section is based. In such event, the Parties shall negotiate in good faith replacement provisions.
- 3.3.3 AT&T-22STATE shall not be the intraLATA toll carrier of record (retail or reseller) for any traffic carried pursuant to the L-PIC Ability. CARRIER shall not charge AT&T-22STATE for any traffic carried pursuant to the L-PIC Ability, including without limitation intercompany traffic termination charges. Any charges for terminating compensation of L-PIC Ability traffic to AT&T-22STATE shall be subject to the Agreement's provisions regarding the termination of toll traffic.
- 3.3.4 For “1+” intraLATA toll calls transported via the L-PIC Ability and terminated to an AT&T-22STATE switch, the non-dedicated transport is provided only to the trunk side of AT&T-22STATE's terminating switch. Such terminating switch and any use thereof, and any facilities and/or services provided after that trunk side of the terminating switch, are not provided under this Appendix or the Agreement.
- 3.3.5 When a LWCAL is purchased, all CARRIER's local traffic between AT&T-22STATE switches will use the non-dedicated transport, and all local CARRIER's traffic to non-AT&T-22STATE switches will use an additional transiting function to those non-AT&T-22STATE switches that are directly trunked (interconnected) to an AT&T-22STATE switch that is within the included calling scope provided for in the Agreement. The non-dedicated transport shall not affect the routing of any traffic from a LWCAL that has a third party carrier's Carrier Identification Code as that LWCAL's interLATA toll provider (PIC) or intraLATA toll provider (LPIC) (e.g., traffic subject to interLATA/intraLATA presubscription will be delivered to PIC'd/LPIC'd interexchange carrier).
- 3.3.5.1 In the event AT&T-22STATE is ordered, required, or otherwise allowed to block CARRIER's transiting or other traffic originating from or terminating to a LWC line, CARRIER shall pay AT&T-22STATE's costs of the work performed in establishing such blocking.
- 3.3.6 AT&T-22STATE's ability to provide non-dedicated transport as part of LWC is limited to existing circuit switch and transmission facilities capacities, or circuit switching and transmission facilities capacities which AT&T-22STATE builds for its own use, of the AT&T-22STATE network.
- 3.3.7 AT&T-22STATE will provide SS7 signaling as provided in the Agreement.
- 3.3.8 IntraLATA and InterLATA Toll Calls
- 3.3.8.1 All interexchange traffic will be routed to the interLATA (PIC) or intraLATA toll (LPIC) Interexchange Carrier, as appropriate, selected for an LWCAL.
- 3.3.8.2 When the L-PIC Ability is not designated for a LWCAL and/or when AT&T-22STATE is not the retail LPIC choice of CARRIER's LWC End User (the foregoing does not commit or otherwise indicate that AT&T-22STATE is available as a retail intraLATA toll provider to LWC End Users), “1+” intraLATA calls originating from that LWCAL will be routed to the LWC End User's IntraLATA

Primary Interexchange Carrier (LPIC) choice. When a “1+” interLATA call originates from an LWCAL, it will be routed to the LWC End User’s interLATA (PIC) choice.

- 3.3.8.3 When an intraLATA or interLATA toll call originates from a LWCAL, AT&T-22STATE will not charge originating access charges to CARRIER or the IXC except that the foregoing does not prohibit AT&T-22STATE from providing and/or billing the IXC for the access transport (FGD) in cases where the IXC has chosen AT&T-22STATE as its transport provider.
- 3.3.8.4 When an intraLATA or interLATA toll call terminates to an LWCAL, AT&T-22STATE will not charge terminating access to CARRIER or the IXC except that the foregoing does not prohibit AT&T-22STATE from providing and/or billing the IXC for the access transport (FGD) in cases where the IXC has chosen AT&T-22STATE as its transport provider.

### 3.3.9 Toll Free Calls

- 3.3.9.1 When an LWCAL is used to originate a call to 1+800 (or equivalent toll free dialing NPA, e.g., 888, 877 or 866), AT&T-22STATE will perform the appropriate database query and route the call to the indicated IXC as provided in the Agreement.

## 4.0 MOU (Usage-Sensitive) Charging

- 4.1 AT&T-22STATE will charge CARRIER MOU rates for an LWCAL as per the usage rate noted in LWC Pricing Schedule.

## 5.0 Maintenance of Service

- 5.1 If trouble appears to occur with LWC, CARRIER will first determine whether the trouble is in CARRIER’s own equipment and/or facilities or those of the LWC End User. If CARRIER determines the trouble is in AT&T-22STATE’s equipment and/or facilities, CARRIER will issue a trouble report to AT&T-22STATE.
- 5.2 CARRIER shall pay Maintenance of Service charges/additional labor charges, as found in the AT&T-22STATE LWC Pricing Schedule, when CARRIER reports suspected LWC trouble and AT&T-22STATE dispatches personnel to an outside location/customer premises or AT&T-22STATE Central Office and trouble was not caused by AT&T-22STATE’s facilities or equipment.
- 5.3 CARRIER shall pay Maintenance of Service Charges when AT&T-22STATE dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than AT&T-22STATE or in detariffed CPE provided by AT&T-22STATE, unless covered under a separate maintenance agreement.
- 5.4 CARRIER 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.
- 5.5 If CARRIER issues a trouble report that requires AT&T-22STATE to access the LWC End User’s premises and AT&T-22STATE personnel are dispatched but denied access to that premises, then Maintenance of Service charges will apply for the period of time that AT&T-22STATE personnel are dispatched. Subsequently, if AT&T-22STATE personnel are allowed access to that premises, these charges will apply without regard to the earlier dispatch and as if the subsequent dispatch was an unrelated dispatch.
- 5.6 Maintenance of Service charges will apply per incidence at the rate listed in the LWC Pricing Schedule.
- 5.7 If CARRIER requests or approves an AT&T-22STATE technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CARRIER will pay Maintenance of Service charges for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

ATTACHMENT 09 –  
DAILY USAGE FILE



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## 1.0 Introduction and Scope

1.1 This Attachment is an integral part of the Private Commercial Agreement for Local Wholesale Complete (LWC) between AT&T-22STATE and CARRIER, and sets forth additional terms and conditions for Daily Usage File (DUF) of message data provided as part of LWC by the applicable AT&T-22STATE ILEC. The DUF terms and conditions provided under the Agreement and this Attachment are only available as part of and use in conjunction with LWC. This Attachment is only applicable when CARRIER is purchasing LWC, and then only as part of the LWCAL being provided (e.g., not for use separately, or with respect to any other offering by AT&T-22STATE).

## 2.0 Daily Usage File (DUF)

- 2.1 If and to the extent technically available and consistent with the availability and provision of usage records previously associated with basic analog UNE-P, AT&T-22STATE will provide CARRIER a specific Daily Usage File (“DUF”) containing message data recorded by AT&T-22STATE from CARRIER customer local and Access usage of Basic Analog Switching Functionality and non-dedicated transport on LWCALs, and alternately billed calls being billed to CARRIER’s LWC Numbers. Such recorded message data will be provided by AT&T-22STATE in accordance with Exchange Message Interface (EMI) guidelines supported by OBF. Any exceptions to the supported formats will be noted in the DUF implementation requirements documentation for each AT&T-22STATE ILEC. Procedures and processes for implementing the interfaces with AT&T-22STATE will be included in implementation requirements documentation.
- 2.2 File transmission for DUF is requested at an OCN level. If CARRIER has a single OCN that covers multiple states and DUF is requested for that OCN, then DUF will be provided for that OCN and those states that the OCN covers. CARRIER must provide to AT&T-22STATE a separate written request for each OCN no less than sixty (60) calendar days prior to the desired first transmission date for each file.
- 2.3 For LWC Services purchased in AT&T-13STATE there is not a separate rate for DUF, if requested. However, DUF may be requested in AT&T SOUTHEAST REGION 9-STATE in association with LWC Services and charges will apply. For DUF requested in AT&T SOUTHEAST REGION 9-STATE, AT&T will bill CARRIER for DUF in accordance with the applicable rates set forth in the AT&T SOUTHEAST REGION 9-STATE Pricing Schedule under Daily Usage Files.
- 2.4 Unless otherwise specified herein with respect to Alternately Billed Service Calls, call detail for LEC-carried calls that are alternately billed to CARRIER’s LWC Numbers will be forwarded to CARRIER as rated call detail on the DUF.
- 2.5 Interexchange call detail on LWC Numbers that is forwarded to AT&T-22STATE for billing, which would otherwise be processed by AT&T-22STATE for its retail end users, will be returned to the IXC and will not be passed through to CARRIER. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a CARRIER account. Billing for information/enhanced services and other ancillary services traffic will be passed through when AT&T-22STATE records the message.
- 2.6 Neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever with respect to DUFs or message data associated with LWC. A Party shall not be liable for its inability to meet the terms of this Section where such inability is caused by failure of the other Party to comply with its obligations. Each Party is obliged to use its best efforts to mitigate damages and to inform the other of issues and concerns regarding DUFs and/or message data so that analysis and investigation can occur and, if warranted, action taken to address and resolve any such issues or concerns. Included within the types of issues and/or concerns would be those that might indicate CARRIER is not being sent the volume and/or type of records that it expects (e.g., anomalous trends, significant usage records shifts/usage changes in short period of time lack of record types, record mismatches, the possibility of “missing” records). The Parties agree to work cooperatively to resolve these issues.
- 2.7 When AT&T-22STATE is notified that, due to its error or omission, incomplete message data has been provided to CARRIER, upon written request from CARRIER, AT&T-22STATE will make reasonable efforts to locate and/or recover the message data recorded no earlier than sixty (60) calendar days from the date the details initially were

made available to CARRIER, and provide it to CARRIER at no additional charge. Such requests to recover the message data must be made within thirty (30) calendar days from the date the details initially were made available to CARRIER, or that CARRIER should have reasonably known or had reason to know of any such error or omission. If such written request is not received by AT&T-22STATE within thirty (30) calendar days, AT&T-22STATE shall have no further obligation to recover the data and shall have no further liability to CARRIER.

- 2.8 Except as provided in Section 2.8, AT&T-22STATE shall have no further liability to CARRIER beyond its obligation to make reasonable efforts to locate and/or recover the incomplete message data, for the data recorded no earlier than the previous sixty (60) calendar days.
- 2.9 If, despite timely written request or notification by CARRIER, message detail is lost or unrecoverable as a direct result of AT&T-22STATE having lost or damaged tapes or incurred system outages while performing recording and/or processing of message detail, AT&T-22STATE and CARRIER will estimate the volume of lost messages and associated revenue based on reciprocal compensation and Access rates available herein for the average intrastate, interstate and/or local call. In such events, AT&T-22STATE's liability to CARRIER shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost compensation associated with the lost message detail for a period of time no greater than the previous sixty (60) calendar days. AT&T-22STATE shall have no obligation or liability for unrecoverable message detail beyond the previous sixty (60) calendar days.
- 2.10 AT&T-13STATE will not be liable for any costs incurred by CARRIER when CARRIER is transmitting Return DUF files via data lines and a transmission failure results in the non-receipt of data by AT&T-13STATE. Return DUF files cannot be transmitted to AT&T SOUTHEAST REGION 9-STATE.
- 2.11 CARRIER also agrees to release, defend, indemnify and hold harmless AT&T-22STATE from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by AT&T-22STATE employees and equipment associated with provision of any message data or other usage data as part of or in conjunction with LWC. This includes, but is not limited to lawsuits and complaints arising from disclosure of any customer specific information associated with either the originating or terminating telephone numbers or calls to a LWCAL or LWC Number.

## ATTACHMENT 10 -- SERVICE ASSURANCE PLAN

This Attachment 10 -- Service Assurance Plan sets forth the terms and conditions under which AT&T-22STATE and CARRIER have agreed that AT&T provide service credits to CARRIER, in connection with AT&T-22STATE's performance as measured by performance measures included in Attachment 1 – Service Assurance Business Rules, that are required under state-specific service quality and consumer protection regulations. These service credits shall be the sole and exclusive remedy of CARRIER for AT&T-22STATE's failure to perform any and all obligations under the Agreement and shall be in lieu of any other damages CARRIER might otherwise seek for such breach through any claim or suit brought under any contract or tariff.

1. AT&T-22STATE agrees to the payment of service credits to CARRIER based on the state-specific service quality and consumer protection regulations that obligate CARRIER to provide credits to its end customers. AT&T-22STATE will collect, analyze, and report performance data for these measures in accordance with AT&T-22STATE's Service Assurance Business Rules in Attachment 1.
2. The states that, as of the signing of this Agreement, obligate CARRIER to provide credits are listed below, with reference to the source of the obligation to provide the relevant credit listed in Sections 2.1 through 2.5 below:

### **Missed Due Dates On Service Order**

Illinois

Ohio

Indiana (requirement currently scheduled to be eliminated effective as of July 1, 2009)

Michigan

### **OOS < 24/48 Hours**

Illinois

Ohio

Michigan

Kansas

Indiana (requirement currently scheduled to be eliminated effective as of July 1, 2009)

### **Missed Repair Commitments**

Illinois

Ohio

Michigan

- 2.1 Illinois – Source of the recourse credit obligation listed above is 83 Ill. Admin. Code, Section 732.35 and 220 ILCS 5/13-712.
- 2.2 Ohio – Source of recourse credit obligation listed above is the Minimum Telephone Service Standards ('MTSS') contained in the Ohio Administrative Code, 4901:1-5-02(G).
- 2.3 Kansas – Source of recourse credit obligation listed above is General Exchange Tariff, Section 20.11.3 A
- 2.4 Michigan – Source of recourse credit obligation listed above is Michigan Administrative Code, Part 5 Repair and Installation, Sections 484.555 and 494.558.
- 2.5 Indiana – Source of recourse credit obligation listed above is Indiana Administrative Code, Section 170 IAC 7-1.2-9.
- 2.6 The credit standards and amounts for the performance measures in Attachment 1 that indicate self-effectuating credits will be provided will auto-evolve with any future changes to the obligation cited in

Sections 1, 2, 2.1 and 2.2 above, including increases in the credit amount, decreases in the credit amount, changes in minimum performance standards, and elimination of the obligation. During the term of the agreement, any states that adopt plans obligating CLECs to pay such service credits will be added to the plan upon the effective date of the new state requirements. Similarly, any states that cease to obligate CLECs to pay such service credits will be removed from the plan upon effective date of the new state requirements.

2.7 Credits AT&T-22STATE makes to CARRIER for failure to provide services within the standards defined in the state-specific requirements and measures referenced in Section 2, 2.1 and 2.2, beyond those identified in Attachment 1, or for which the measures in Attachment 1 specify that self-effectuating resource credits will not be provided, must be requested of AT&T-22STATE through processes otherwise established for request of these credits by CARRIER.

### 3. Procedural Safeguards and Exclusions

3.1 AT&T-22STATE's agreement to implement Service Assurance Plan, and specifically its agreement to issue a service credit for any failure to meet performance standard defined by the source of such obligation (as listed in Section 2.0), will not be considered as an admission against interest or an admission of liability in any other proceeding of any kind relating to the same performance. AT&T-22STATE and CARRIER agree that CARRIER may not use: (1) the existence of this plan; or (2) AT&T-22STATE's issuance of any of service credits as evidence that AT&T-22STATE has discriminated in the provision of any facilities or services, has violated any state or federal law or regulation or breached any agreement. CARRIER agrees that AT&T-22STATE's performance with respect to this agreement may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation. AT&T-22STATE's conduct underlying its performance and the performance data provided under the performance measures, however, are not made inadmissible by these terms. The terms of this paragraph do not apply to any proceeding before the Commission or the FCC to determine whether AT&T-22STATE has met or continues to meet the requirements of section 271 of the Act.

3.2 CARRIER and AT&T-22STATE will consult with one another and attempt in good faith to resolve any issues regarding the calculation of performance results or service credits pursuant to this Appendix. In the event that CARRIER requests such consultation and the issues raised by CARRIER have not been resolved within 45 days after CARRIER's request for consultation, CARRIER may have an independent audit conducted, at CARRIER's expense, of AT&T-22STATE's performance or credit calculation for the affected measurement(s) under this Service Assurance Plan. In the event the audit reinforces the issue identified during the 45 days of consultation period or if any new issue is identified, AT&T-22STATE shall reimburse CARRIER any expense reasonably incurred by the CARRIER for such audit. CARRIER may not request more than one audit under this Service Assurance Plan per twelve calendar months under this section.

### 4. Exclusions Limited

4.1 AT&T-22STATE shall not be obligated to issue service credits for noncompliance with a performance measurement for any measures not included in Attachment 1 and indicated as subject to self-effectuating service credits. Further for any such measures, AT&T-22STATE shall not be obligated to issue service credits for noncompliance with a performance measurement if, but only to the extent that, such noncompliance was the result of any of the following: a Force Majeure Event (including but not limited to acts of nature, acts of civil or military authority, terrorist acts, work stoppages etc.) or any other available exclusion under applicable state rules; an act or omission by a CARRIER that is contrary to any of its obligations under the Agreement with AT&T-22STATE; the dumping of orders or applications in unreasonably large batches, at or near the close of a business day, on a Friday evening or prior to a holiday; unreasonably failing to timely provide forecasts to AT&T-22STATE for services or facilities when such forecasts are required to reasonably provide such services or facilities or the actions are contrary to the Act or State law; or non-AT&T-22STATE problems associated with third-party actions or systems or equipment, which could not have been avoided by AT&T-22STATE in the exercise of reasonable diligence (delaying event). Provided however, AT&T shall not be entitled to relief from its obligation to issue service

credits as a result of any delaying event, other than a CLEC caused miss, except where AT&T is entitled to such relief as to its own retail customers. If a delaying event excuses the issuance of any credits under this Service Assurance Plan, AT&T-22STATE shall provide advance Notice of the impact that such delaying event has on credits. Any dispute regarding whether an AT&T-22STATE performance failure is excused under this paragraph will be resolved between the Parties through the dispute resolution provisions of the Agreement. If a delaying event only suspends AT&T-22STATE's ability to timely perform an activity subject to performance measurement, the applicable time frame in which AT&T-22STATE's compliance with the parity or benchmark criterion is measured will be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the excusing event.

- 4.2 The force majeure provisions of the general terms and conditions of the Agreement are incorporated herein by reference.
- 4.3 The service credit payments to CARRIER shall be capped such that AT&T-22STATE's credits to CARRIER in a given month shall not exceed 50% of CARRIER's billed revenues for the Local Wholesale Complete product for that same month.

## 5. General

- 5.1 AT&T-22STATE will make Service Assurance Reports available on a monthly basis. When AT&T-22STATE performance creates an obligation to provide service credits to CARRIER under the terms set forth herein, AT&T-22STATE shall issue such credits in the required amount on or before the 30<sup>th</sup> day following the due date of the service assurance report for the month in which the obligation arose (e.g., if AT&T-22STATE performance through March is such that AT&T-22STATE owes service credits to CARRIER for March performance, then those credits will be due May 30, 30 days after the April 30 due date for reporting March data).
  - 5.2 AT&T-22STATE will make raw data for these performance measures available to CARRIER upon request. The monthly report will provide a listing of the specific orders and/or trouble reports for which the recourse credit has been provided. Any additional data desired by the CARRIER must be requested separately. AT&T-22STATE will provide such data to CARRIER within 10 business days of such request.
  - 5.3 CARRIER will, upon request, provide AT&T-22STATE evidence that it was actually obligated to provide the credit, and did in fact provide such credit, as was provided to CARRIER from AT&T-22STATE pursuant to this agreement. CARRIER shall provide such evidence with 10 business days of AT&T-22STATE request. Should AT&T-22STATE find, through examination of the records provided by CARRIER, that self-effectuating credits were provided for orders or trouble reports that did not warrant such credit, AT&T-22STATE will apply those credits to future self-effectuating recourse credits due provided CARRIER.
6. Attached hereto, and incorporated herein by reference, is the following Attachment:  
Exhibit 1 - Service Assurance Business Rules

# SERVICE ASSURANCE BUSINESS RULES

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<b>Metric Number: Name:</b>
<b>1. Percent Firm Order Confirmations (FOCs) Returned on time for LSR requests.</b>
<b>Definition:</b>
Percent of FOCs returned to the CLEC within a specified period from receipt of a complete and accurate service request to return of confirmation to CLEC.
<b>Exclusions:</b>
<ul style="list-style-type: none"> <li>□ Rejected (manual and electronic) LSRs.</li> <li>□ AT&amp;T only Disconnect orders.</li> <li>□ Services ordered out of the Access Tariff</li> </ul>
<b>Business Rules:</b>
<p>FOC business rules are established to reflect the Local Service Center (LSC) normal hours of operation, as listed on CLEC Online. If the start time is outside of normal business hours, then the start date/time is set to the next business day/time. Example: If the normal business hours are 8:00am-5:30pm and the request is received Monday through Friday between 8:00 a.m. to 5:30 p.m., the valid start time will be Monday through Friday between 8:00 a.m. to 5:30 p.m. If the actual request is received Monday through Thursday after 5:30 p.m. and before 8:00 a.m. the next day, the valid start time will be the next business day at 8:00 a.m. If the actual request is received Friday after 5:30 p.m. and before 8:00 a.m. Monday, the valid start time will be at 8:00 a.m. Monday. If the request is received on a holiday (anytime), the valid start time will be the next business day at 8:00 a.m.</p> <p>For LSRs received electronically requiring no manual intervention by the LSC, the OSS hours of operation will be used in lieu of the LSC hours of operation (i.e., actual OSS processing time outside of LSC hours will not be excluded in calculating the interval). The returned confirmation to the CLEC will establish the actual end date/time. Provisions are established within the DSS reporting systems to accommodate situations when the LSC works holidays, weekends, and when requests are received outside normal working hours</p> <p>If the CLEC accesses AT&amp;T systems using a CLEC engaged Service Bureau Provider, the measurement of AT&amp;T's performance does not include Service Bureau Provider processing, availability or response time.</p> <p>When multiple FOCs occur on a single LSR, the first FOC is used to measure the interval.</p>
<b><u>ENHANCED LEX/EDI, Direct XML* and LENS* (*AT&amp;T 9-State)</u></b>
For ENHANCEDLEX, EDI, Direct XML and LENS originated LSRs, the start date and time is the receive date and time that is automatically recorded by the interface (EDI, ENHANCEDLEX, Direct XML or LENS) with the system date and time. The end date and time is recorded by the interface (EDI, ENHANCEDLEX, Direct XML or LENS) and reflects the actual date and time the FOC is available to the CLEC.
<b><u>MANUAL REQUESTS</u></b>
Manual service order requests are those initiated by the CLEC by telephone, fax, or other manual methods (i.e. courier). The fax or e-mail receipt date and time is recorded in the service order system for each FOC opportunity. The end time is the actual date and time that a successful attempt to send a paper fax or e-mail is made back to the CLEC. If a CLEC does not require a paper fax, the FOC information is provided over the phone. In these instances, the order distribution time is used as the FOC end date and time. If a CLEC chooses to receive their FOCs via the Website, the end time is the date and time the FOC is loaded to the Website.

Levels of Disaggregation:	
Electronic/Electronic Electronic/Manual Manual/Manual	
Calculation:	Report Structure:
$(\# \text{ FOCs returned within "x" hours} \div \text{ total FOCs sent}) * 100$	Region.

Benchmark:
<ul style="list-style-type: none"> <li>▯ Electronic – Electronic 95% within 1 clock hour for AT&amp;T13-State and 3 business hours for AT&amp;T 9-State.</li>   <li>▯ Electronic/Manual – LWC Mechanized 95% within 12 business hours for AT&amp;T13-State and 10 business hours for AT&amp;T9-State</li>   <li>▯ Manual / Manual – LWC Manual 95% within 24 clock hours for AT&amp;T13-State and 24 business hours for AT&amp;T9-State.</li> </ul>
* No Self-Effectuating Recourse Credits Apply To Any Submeasures*

<b>Metric Number:    Name:</b>	
2.                      Missed Due Date on Service Order	
<b>Definition:</b>	
This measures the percentage of orders completed after the confirmed due date. Includes only orders with inward activity that have an assigned due date.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Canceled service orders</li> <li>• Test Orders</li> <li>• Orders that are not N, T, C</li> <li>• Administrative Orders</li> <li>• Orders missed for facility reasons</li> <li>• Due dates missed solely due to CLEC or customer reasons will be excluded from the numerator.</li> <li>• Non-customer impacting due date changes from numerator.</li> <li>• Disconnect Orders (AT&amp;T 9-State)</li> <li>• Listing Orders (AT&amp;T 9-State)</li> </ul>	
<b>Business Rules:</b>	
The due date is the date is the standard interval for installation as defined on CLEC Online or flexible due date, unless a different due date is negotiated. For CLEC orders, this is the due date reflected on the FOC. The Completion Date is the day that AT&T personnel complete the service order provisioning activity. Wholesale Complete is measured at the order level.	
<b>Levels of Disaggregation:</b>	
See Benchmarks.	
<b>Calculation:</b>	<b>Report Structure/Geography:</b>
(Number of orders where the order completion date is greater than the FOC due date due to AT&T reasons) ÷ (Total number of orders)	State.
<b>Benchmark/Parity Performance Standard:</b>	
Wholesale Complete POTS <ul style="list-style-type: none"> <li>• No more than 5% missed due dates</li> </ul> For states where CLEC is required to issue credits, actual performance will be reported, and credits will be calculated and provided by AT&T 22-STATE to CLEC, in a self-effectuating manner, according to this business rule and state credit obligations CLEC has to end user. For this measure, these states are Illinois, Ohio, Indiana and Michigan. In other states no recourse credit applies.	

<b>Metric Number:</b> <b>Name:</b>	
3. <b>Mean Installation Interval</b>	
<b>Definition:</b>	
Average business days from application date to completion date.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Excludes customer-caused misses.</li> <li>• Field Work orders – excludes customer requested due dates greater than 6 business days.</li> <li>• No Field Work orders – excluded if order applied for before 3:00 p.m.; and the due date requested is not same day; and if order applied for after 3:00 p.m.; and the due date requested is beyond the next business day.</li> <li>• “L” Appointment coded orders (where the customer has requested a later than offered interval) – (AT&amp;T 9-State)</li> <li>• Excludes all orders except N, T, and C orders.</li> <li>• Excludes Weekends and Holidays.</li> <li>• Excludes expedites for which the CLEC pays.</li> <li>• Disconnect activity.</li> <li>• Listing Orders (AT&amp;T 9-State)</li> </ul>	
<b>Business Rules:</b>	
<p>The clock starts on the Application Date, which is the day that AT&amp;T receives a correct service order. The clock stops on the Completion Date, which is the day that AT&amp;T personnel complete the service order activity. Orders are included in the month they are posted. There are 2 types of orders in the measurement. Same Day Due orders (defined as distribution time EQUAL or BEFORE 3:00 p.m. and Application Date = Distribution Date = Due Date). Next Day Due orders (defined as distribution time AFTER 3:00 p.m. and Application Date = Distribution Date and Due Date is one business day after Application Date). If the order is Same Day Due, then (Completion – Application Date), if the order is Next Day Due, then [(Completion – Next Business Day) + 1]</p>	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• Field Work (FW)</li> <li>• No Field Work (NFW)</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
$\frac{[\sum(\text{completion date} - \text{application date})]}{(\text{Total number of orders completed})}$	Region.
<b>Benchmark:</b>	
Wholesale Complete POTS <ul style="list-style-type: none"> <li>• Field Work = 6 days</li> <li>• No Field Work = 3.5 days</li> </ul> * No Self-Effectuating Recourse Credits Apply To Any Submeasures*	

<b>Metric Number:</b> <b>Name:</b>	
4.                      Out of Service < 24/48 Hours	
<b>Definition:</b>	
OOS trouble tickets cleared within 24/48 hours.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>▪ Affecting service problems</li> <li>▪ Subsequent reports (additional customer calls while the trouble is pending)</li> <li>▪ Troubles beyond AT&amp;T's control (e.g., CPE troubles, troubles closed due to customer action, inside wire troubles, Interexchange Carrier/Competitive Access Provider, Informational, etc.)</li> <li>▪ Troubles reported by AT&amp;T employees in the course of performing preventative maintenance, where no customer reported a trouble</li> <li>▪ For troubles where the stop clock is used, the time period from when the stop clock is initiated until the time when the clock resumes</li> <li>▪ Exclude Vendor meets</li> <li>▪ No access</li> <li>▪ CLEC excludable POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies.</li> <li>▪ Delayed maintenance</li> <li>▪ Trouble Tickets Cancelled at CLEC Request</li> </ul>	
<b>Business Rules:</b>	
<p>Trouble duration intervals may be measured on a running clock or limited stop-clock basis. Running clock includes weekends and holidays A stop clock excludes time when AT&amp;T does not have access to the customer premise. For example, if the customer premises access is not available on a weekend, the clock stops at 5:00 p.m. Friday, and resumes at 8:00 a.m. Monday. This applies to dispatched out tickets only.</p> <p>The clock starts on the date and time AT&amp;T receives a trouble report. The clock stops on the date and time that AT&amp;T personnel clear the trouble.</p>	
<b>Levels of Disaggregation:</b>	
See Benchmarks	
<b>Calculation:</b>	<b>Report Structure/Geography:</b>
(# OOS tickets cleared within 24/48hrs) ÷ total OOS network customer trouble reports in the reporting month	By State.
<b>Benchmark/Parity Performance Standard:</b>	
Wholesale Complete POTS – 90% OOS trouble reports cleared within 24/48 hours	
<p>For states where CLEC is required to issue credits, actual performance will be reported, and credits will be calculated and provided by AT&amp;T 22-STATE to CLEC, in a self-effectuating manner, according to this business rule and state credit obligations CLEC has to end user. For this measure, these states are Illinois, Ohio and Michigan which have a 24 hour standard and Kansas which has a 48 hour standard. In other states no recourse credit applies.</p>	

<b>Metric Number: Name:</b>	
5. Mean Time to Restore	
<b>Definition:</b>	
Average duration in hours of customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Subsequent reports. A subsequent report is one that is received while an existing repair report is open.</li> <li>• CLEC excludable POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies.</li> <li>• Exclude Tickets where the CLEC did not take the first available commitment time until AT&amp;T has the ability to exclude no access and delayed maintenance for POTS (WFA Conversion is expected to take place by the end of 2006).</li> <li>• Troubles beyond AT&amp;T's control (e.g. a cut or damaged cable caused by non-AT&amp;T employee or contractor or troubles caused by vandalism/theft, motor accidents or petroleum/chemical accidents caused by parties other than AT&amp;T) – AT&amp;T 9-state</li> <li>• Exclude Vendor meets</li> <li>• No Access</li> <li>• Delayed Maintenance</li> <li>• Trouble Tickets Cancelled at CLEC Request</li> </ul>	
<b>Business Rules:</b>	
The clock starts on the date and time AT&T receives a trouble report. The clock stops on the date and time that AT&T personnel clear the trouble.	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• None</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
$\frac{\sum[(\text{Date and time AT\&T clears/closes ticket}) - (\text{Date and time ticket or trouble report is received})]}{\div \text{Total network customer trouble reports}}$	Region
<b>Benchmark:</b>	
Wholesale Complete POTS <ul style="list-style-type: none"> <li>• 36 hours</li> </ul> * No Self-Effectuating Recourse Credits Apply To Any Submeasures*	

<b>Metric Number:</b> 6.		<b>Name:</b> Trouble Report Rate	
<b>Definition:</b>			
The number of electronic or manual customer trouble reports per 100 lines.			
<b>Exclusions:</b>			
<ul style="list-style-type: none"> <li>• CLEC excludable POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies.</li> <li>• Trouble reports beyond AT&amp;T's control (e.g., coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational)</li> <li>• Subsequents</li> <li>• Trouble Tickets Cancelled at CLEC Request</li> </ul>			
<b>Business Rules:</b>			
Reports are counted in the month they post.			
<b>Levels of Disaggregation:</b>			
<ul style="list-style-type: none"> <li>• None</li> </ul>			
<b>Calculation:</b>		<b>Report Structure:</b>	
[Total number of customer trouble reports ÷ (total lines ÷ 100)]		Region.	
<b>Benchmark:</b>			
Diagnostic			
* No Self-Effectuating Recourse Credits Apply To Any Submeasures*			

<b>Metric Number:</b> 7.		<b>Name:</b> Missed Repair Commitments	
<b>Definition:</b> The number of trouble reports not cleared by the commitment time.			
<b>Exclusions:</b>			
<ul style="list-style-type: none"> <li>• CLEC excludable reports</li> <li>• Specials and Interconnection Trunks</li> <li>• Trouble tickets beyond AT&amp;T's control (e.g., coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational)</li> <li>• No access</li> <li>• Delayed maintenance</li> <li>• Trouble Tickets Cancelled at CLEC Request</li> </ul>			
<b>Business Rules:</b>			
<ul style="list-style-type: none"> <li>• The commitment date and time is established when the repair report is received. The cleared time is the date and time that AT&amp;T personnel clear the repair activity and close the trouble report. If this is after the commitment time, the report is flagged as a "Missed Commitment."</li> </ul>			
<b>Levels of Disaggregation:</b>			
<ul style="list-style-type: none"> <li>• None</li> </ul>			
<b>Calculation:</b>		<b>Report Structure:</b>	
(Count of trouble reports not cleared by the commitment time ÷ total trouble reports) * 100		By State.	
<b>Benchmark:</b>			
10% not cleared by commitment time.			
<p>For states where CLEC is required to issue credits, actual performance will be reported, and credits will be calculated and provided by AT&amp;T 22-STATE to CLEC, in a self-effectuating manner, according to this business rule and state credit obligations CLEC has to end user. For this measure, these states are Illinois, Ohio, and Michigan. In other states no recourse credit applies.</p>			



ATTACHMENT 11 -  
OPERATOR SERVICES AND DIRECTORY  
ASSISTANCE  
(OS/DA)

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## 1.0 Introduction and Scope

- 1.1 This Attachment is an integral part of the Private Commercial Agreement for Local Wholesale Complete (LWC) between AT&T-22STATE and CARRIER, and sets forth terms and conditions for Operator Services (OS) and Directory Assistance (DA) calls provided as part of LWC by the applicable AT&T-22STATE ILEC.
- 1.2 In the context of LWC only, AT&T-22STATE will offer Operator Services (OS) and Directory Assistance (DA) to CARRIER's LWC End Users at the rates, terms and conditions set forth in this Attachment and the LWC Pricing Schedule. OS/DA is provided to CARRIER hereunder for use only with LWC. Use of OS and/or DA provided under the Agreement and this Attachment is only available as part of and use in conjunction with LWC. This Attachment is only applicable when CARRIER is purchasing LWC, and then only as part of the LWCAL being provided (e.g., not for use separately, or with respect to any other offering by AT&T-22STATE).
- 1.3 CARRIER's LWC End Users shall have the same ability to reach AT&T-22STATE OS and DA platforms as all AT&T-22STATE retail end users served via the same AT&T-22STATE end office switch providing the LWCAL from which the OS/DA call is originated, including the following:
- (a) Dialing "0" or "0+NPA-NXX-xxxx" and obtaining Operator Services, such as:
    - (i) Operator-assisted dialing
    - (ii) Placing a Collect Call
    - (iii) Placing a "Bill to Third Number" Call
    - (iv) Obtaining a Busy Line Verification
    - (v) Attempting a Busy Line Interrupt
  - (b) Dialing "411" or "555-1212" and reaching a Directory Assistance Operator for purposes such as
    - (i) Retrieving a Published Telephone Number
    - (ii) DA Call Completion to a Retrieved Telephone Number
    - (iii) National Directory Assistance
    - (iv) Reverse Directory Assistance
    - (v) Business Category Search (where available)
- 1.4 CARRIER's LWC End Users shall be answered by AT&T-22STATE OS and DA platforms with the same priority as AT&T-22STATE retail end users served via the same AT&T-22STATE end office switch providing the LWCAL from which the OS/DA call is originated. Any technical difficulties in reaching the AT&T-22STATE OS/DA platform (e.g., cable cuts in the OS/DA trunks, unusual OS/DA call volumes, labor strikes at the OS/DA call centers, etc.) will be experienced at parity with AT&T-22STATE retail end users served via that same AT&T-22STATE end office switch.

## 2.0 Specifics of OS Offering

- 2.1 Operator Services Rate Structure. Where technically feasible and/or available, AT&T-22STATE will differentiate its OS charges by whether the CARRIER LWC End User is receiving:
- 2.1.1 Manual OS call assistance (i.e., provided a live, human Operator)
    - 2.1.1.1 for which a per work second charge will apply in AT&T-13STATE
    - 2.1.1.2 for which a per work second charge will apply in AT&T SOUTHEAST REGION 9-STATE
  - 2.1.2 Automated OS call assistance (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without live, human Operators), where a flat rate per call charge will apply.
  - 2.1.3 See LWC Pricing Schedule for the full set of OS recurring rates that apply to LWC.

- 2.2 Operator Services Call Processing. Whether manual or automated, AT&T-22STATE will provide the following services when originating a 0+ or 0- call from a LWCAL, regardless of whether 1-411-dialed DA usage is also requested from that LWCAL:
- 2.2.1 General Operator Assistance. The individual originating a 0+ or 0- call from a LWCAL asks the Operator to provide local and intraLATA dialing assistance for the purposes of completing calls or requesting information on how to place calls; handling emergency calls, handling credits and handling person-to-person calls.
  - 2.2.2 Calling Card. The individual originating a 0+ or 0- call from a LWCAL provides operator with a Calling Card number for billing purposes.
  - 2.2.3 Collect. The individual originating a 0+ or 0- call from a LWCAL asks the operator to bill the call to the called number, provided such billing is accepted by the called number.
  - 2.2.4 Third Number Billed. The individual originating a 0+ or 0- call from a LWCAL asks the operator to bill the call to a different number than the calling or called number.
  - 2.2.5 Busy Line Verification (BLV). A service in which the Operator, upon request, will check the requested line for conversation in progress and advise the caller being served via LWC of the status.
  - 2.2.6 Busy Line Interrupt (BLI). A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller from a LWCAL requesting the interrupt. Busy Line Interrupt service applies even if no conversation is in progress at the time of the interrupt attempt, or when the parties interrupted refuse to terminate the conversation in progress.

### 3.0 Specifics of DA Offering

- 3.1 Directory Assistance Rate Structure. Where technically feasible and/or available, AT&T-22STATE will NOT differentiate its DA products by type, and instead will charge for DA products on a flat rate per call.
- 3.1.1 See the LWC Pricing Schedules for the full set of DA recurring rates that apply to LWC.
- 3.2 Directory Assistance Call Processing. Where technically feasible and/or available, AT&T-22STATE will provide the following DA Services when originating a Directory Assistance call from a LWCAL, regardless of whether Operator Services is also requested from that LWCAL:
- 3.2.1 Local Directory Assistance. Consists of providing published name, address and telephone number to the individual originating a directory assistance call from a LWCAL.
  - 3.2.2 Directory Assistance Call Completion (DACC) [Sometimes also known as "Express Call Completion" (ECC)]. A service in which a local or an intraLATA call to the requested number is completed on behalf of the individual originating the call from a LWCAL, utilizing an automated voice system or with operator assistance.
  - 3.2.3 National Directory Assistance (NDA) [Where Available]. A service whereby callers may request directory assistance information outside their LATA or Home NPA (the geographic numbering plan from which a call originates) for a listed telephone number for residential, business and government accounts throughout the 50 states.
  - 3.2.4 Reverse Directory Assistance (RDA) [Where Available]. An Information Service consisting of providing listed local and national name and address information associated with a telephone number provided by the individual originating the call from a LWCAL.
  - 3.2.5 Business Category Search (BCS) [Where Available]. A service in which an individual calling from a LWCAL 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. A maximum of two requested telephone numbers will be provided for each BCS call.

#### 4.0 OS/DA Non-Recurring Charges for Loading Automated Call Greeting (i.e., Brand Announcement), Rates and References

- 4.1 In all current AT&T-22STATE OS/DA switches in AT&T-22STATE service area, the incoming OS/DA call is automatically answered by a pre-recorded greeting loaded into the switch itself, prior to being handled by an automated equipment or live operator.
- 4.1.1 CARRIER may have a CARRIER-selected brand name or other greeting for calls originating from a LWCAL by providing a pre-recorded announcement to AT&T-22STATE in conformity with the format, length, and other requirements specified for all carriers on the AT&T CLEC Online website. AT&T-22STATE will then perform all of the loading and testing of the announcement for each applicable switch prior to live traffic. CARRIER may also change its pre-recorded announcement at any time by providing a new pre-recorded announcement in the same manner, for subsequent loading and testing charges.
- 4.1.2 If CARRIER does not wish to brand the OS/DA calls, CARRIER may also have silence used instead upon connecting with the OS/DA switch by having AT&T-22STATE 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 automated or live operators as with all other OS/DA calls.
- 4.1.3 AT&T-22STATE makes no warranties or representations that silent announcements will be perceived by end users as ordinary mechanical handling of OS/DA calls.
- 4.1.3.1 CARRIER understands that it is not technically feasible to avoid the automatic pre-recorded announcement function in these OS/DA switches, and that if it does not brand the call, CARRIER agrees to indemnify and hold AT&T-22STATE harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing end user.
- 4.1.3.2 AT&T-22STATE understands that it must make the silent recording play for the shortest possible duration technically feasible for each applicable switch, and accepts responsibility for any regulatory violation, consumer complaint, or other sanction stemming from failure to do so (e.g., call handling delay), but otherwise it has no responsibility if a silent announcement is chosen by CARRIER.
- 4.1.4 AT&T-22STATE will be responsible for loading the CARRIER-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-22STATE retail end users. CARRIER will be responsible for paying the initial announcement loading charges, and thereafter, the per-call charge (primarily to cover switch maintenance), as well as any subsequent loading charges if a new brand announcement is provided as specified above. Branding load charges are Nonrecurring and are found in LWC Pricing Schedule.
- 4.1.5 In the event the technical makeup of a particular AT&T-22STATE OS switch does not route the incoming call through an automatic pre-recorded announcement, the foregoing subsections do not apply, and CARRIER and AT&T-22STATE agree to make alternative arrangements for OS branding announcements.
- 4.1.6 Where the phraseology is the same for OS and DA branding, only one branding charge will apply.
- 4.2 In all current AT&T-22STATE OS/DA switches, the applicable CARRIER-charged retail OS/DA rates and a CARRIER-provided contact number (e.g., a business office or repair call center) are loaded into the system utilized by the OS and/or DA operator.
- 4.2.1 AT&T-22STATE will quote to any individual calling from a LWCAL, when asked, CARRIER's retail rates for all OS/DA services as loaded. If further inquiries are made about rates or billing and/or "business office" questions, the OS and DA operators shall direct the calling party's inquiries to the CARRIER-provided contact number.
- 4.2.2 AT&T-22STATE will be responsible for loading the CARRIER-provided OS/DA retail rates and the CARRIER-provided contact numbers into the OS/DA switches. Rate/Reference load charges are Nonrecurring and are found in LWC Pricing Schedule.

# ATTACHMENT 12 - LOCAL NUMBER PORTABILITY

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## 1.0 Introduction

- 1.1 This Attachment is an integral part of the Private Commercial Agreement for Local Wholesale Complete (LWC) between AT&T-22STATE and CARRIER, and sets forth the terms and conditions for Local Number Portability mutually provided by AT&T-22STATE and CARRIER for use in conjunction with LWC. Use of the LNP provided under the Agreement and this Attachment is only available as part of and use in conjunction with LWC. This Attachment is only applicable when CARRIER is purchasing LWC, and then only as part of the LWC being provided (e.g., not for use separately, or with respect to any other offering by AT&T-22STATE).
- 1.2 This Attachment applies only when CARRIER is using Basic Analog Switching Functionality (under this Agreement, and as defined in the Agreement) that is being provided by AT&T-22STATE switches to or from which telephone numbers may be ported, pursuant to 47 U.S.C. § 251(b)(2) and associated FCC rules and orders, for serving CARRIER's customers. CARRIER acknowledges that this Attachment shall not apply to porting involving any other arrangement (e.g., CARRIER owns and/or operates its own switch; CARRIER uses a third-party switch to provide local exchange service; CARRIER uses another AT&T-22STATE offering to provide local exchange service).

## 2.0 Local Number Portability (LNP)

### 2.1 General Terms and Conditions

- 2.1.1 The Parties agree to provide Local Number Portability (LNP) via Location Routing Number (LRN) to each other as required by applicable law, including the FCC's orders in CC Docket No. 95-116, and consistent with Industry practices.
- 2.1.2 Other than as specifically provided elsewhere in this Attachment, AT&T CONNECTICUT does not offer LNP under this Attachment. Rather, LNP is available as described in Section 14 of the Connecticut Tariff FCC No. 39.

### 2.2 The Parties shall:

- 2.2.1 disclose, upon request, any technical limitations that would prevent LNP implementation in a particular switching office; and
- 2.2.2 provide LNP services and facilities where technically feasible, subject to the availability of facilities, and only from properly equipped central offices.

### 2.3 Obligations of AT&T-12STATE

- 2.3.1 AT&T CALIFORNIA, AT&T NEVADA, AT&T MIDWEST REGION 5-STATE, AT&T SOUTHWEST REGION 5-State and AT&T SOUTHEAST REGION 9-STATE have deployed LRN in all of their circuit switches used to provide LWC that exist on the Effective Date.
- 2.3.2 AT&T-21STATE may cancel any line-based calling cards associated with telephone numbers ported from any of their switches.

### 2.4 Obligations of CARRIER

- 2.4.1 CARRIER shall adhere to AT&T-22STATE's Local Service Request (LSR) format and LNP due date intervals.

### 2.5 Obligations of Both Parties

- 2.5.1 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original end user, the ported telephone number will be released back to the telecommunications carrier owning the switch in which the telephone number's NXX is native.
- 2.5.2 AT&T-22STATE has the right to block default routed call entering a network in order to protect the public switched network from overload, congestion, or failure propagation.



2.5.3 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.

2.6 Limitations of Service

2.6.1 Telephone numbers can be ported as a basic network offering only within AT&T-22STATE rate centers or rate districts, whichever is a smaller geographic area, as approved by state Commissions.

2.6.2 Telephone numbers in the following AT&T-21STATE NXXs shall not be ported: (i) AT&T-21STATE Official Communications Services (OCS) NXXs; and (ii) NXX 555, 976, 950, 900 telephone numbers (TNs), Unassigned TNs, Disconnected TNs, N11 TNs (such as 411, 911, etc.), and 800/888/877/866 TNs.

2.7 Basic SPNP Service

2.7.1 With the exception of lawful query charges if applicable, the Parties shall not charge each other for the porting of telephone numbers as a means for the other to recover the costs associated with LNP. Notwithstanding the foregoing, AT&T-22STATE may charge CARRIER LNP end-user surcharges in conjunction with the provision of LWCALs, provided that the conditions set forth in 47 C.F.R. § 52.33 are met.

## ATTACHMENT 13 –

# AT&T SOUTHEAST REGION 9-STATE COMMERCIAL INSIDE WIRE MAINTENANCE PLAN

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This Attachment is an integral part of the Private Commercial Agreement (“Agreement”) for Local Wholesale Complete™ (LWC) between AT&T SOUTHEAST REGION 9-STATE and CARRIER, and sets forth terms and conditions for a service known as the “Commercial Inside Wire Maintenance Plan” (“CIWMP”) for the maintenance and repair of simple inside wire and/or jacks used exclusively for the end users being served by CARRIER using LWC for residential and business classes of service being provided by AT&T SOUTHEAST REGION 9-STATE, and provided as part of the LWC by the applicable AT&T SOUTHEAST REGION 9-STATE ILEC, when CARRIER purchases Local Wholesale Complete™ Access Lines (LWCALs) from AT&T SOUTHEAST REGION 9-STATE. The LWC terms and conditions provided under the Agreement (including the LWC Attachment and its appendices) also apply with respect to this Attachment.

## 1.0 Introduction

1.1 The Parties understand and agree that this Attachment sets forth the terms and conditions, including prices, under which AT&T SOUTHEAST REGION 9-STATE will make available to CARRIER its Commercial Inside Wire Maintenance Plan or “CIWMP”. CIWMP is only available to CARRIER if and for so long as the Agreement has not expired or been terminated (subject to the other provisions of this Attachment) AT&T SOUTHEAST REGION 9-STATE, and then only for those “Local Wholesale Complete Access Lines” or “LWCALs” (as defined in the Agreement) for residential and business classes of service that are purchased from the Agreement and are not excluded as set forth herein. The Commercial Inside Wire Maintenance Plan is only available for and only applicable to those LWCALs for residential and business classes of service, and then only for facilities over which Local Wholesale Complete is being provided, or will be provided, to such an end user.

1.1.1 The Parties agree and acknowledge that this Attachment constitutes a “separate maintenance agreement” as that phrase is used in Section 5 of the Agreement’s Attachment Basic Analog Switching And Non-Dedicated Transport.

1.2 CIWMP is an offering for the maintenance and repair services that AT&T SOUTHEAST REGION 9-STATE technicians would perform to resolve trouble isolated to points between the Local Wholesale Complete™-served end user’s side of her/his/its Demarcation Point and that end user’s jacks at her/his/its premise. CIWMP is limited to the maintenance and repair of Inside Wire (as defined in this Attachment), directly arising from responding to CARRIER’s trouble reports (submitted as required herein) on LWCALs, and includes diagnosing, isolating, and/or repairing trouble with Inside Wire (subject to the exclusions set forth in Section 5) (the “IW Services”). For the purposes of this Attachment, re-activation of pre-existing Inside Wire is limited exclusively to the re-termination of the existing Inside Wire that: (1) had been previously terminated to an existing AT&T SOUTHEAST REGION 9-STATE Network Interface Device (NID); (2) that had subsequently been terminated to an alternate provider’s NID; and (3) is to be reconnected to the existing AT&T SOUTHEAST REGION 9-STATE NID. Re-activation of pre-existing wire does not include termination of Inside Wire that had not been previously connected to an AT&T SOUTHEAST REGION 9-STATE NID at the end user premise. CIWMP does not cover or otherwise include CPE or any aspect thereof, including without limitation any trouble related to or caused by CPE.

1.3 This Attachment includes certain Schedule(s), which are hereby incorporated in this Attachment by this reference and constitute a part of this Attachment.

1.4 This Attachment shall apply between the Parties, and each Party shall be bound to its provisions, in each AT&T SOUTHEAST REGION 9-STATE.

1.5 The facilities used by AT&T SOUTHEAST REGION 9-STATE to provide CIWMP shall remain the property of AT&T SOUTHEAST REGION 9-STATE.

1.6 The Parties acknowledge and agree that this Attachment, in whole or in part, is not subject to Sections 251/252 of the Act, and is not, and was not, subject to negotiation and/or arbitration under Sections 251 and/or 252 of the Act. If this Attachment is subject to regulation under federal or state telecommunications law, including without limitation Section 251 and/or 252 of the Act, this Attachment may be terminated by either Party at any time upon not less than 90 days’ written notice.

## 2.0 Definitions

- 2.1 Unless a contrary definition is set forth herein, the capitalized terms, phrases, and acronyms in this Attachment have the same assigned meaning as in CARRIER's Agreement, including its attachments, appendices, and exhibits, will also apply in this Attachment as well. As used in this Attachment, the following terms and phrases shall have the assigned meaning.
- 2.1.1 "Customer Premises Equipment" (CPE) - Equipment owned, supplied, or used by an end user, such as a telephone set, that can be connected to the Inside Wire for originating or terminating telephone calls.
- 2.1.2 "Demarcation Point/Network Interface" (NI) - The point of demarcation and/or connection between AT&T SOUTHEAST REGION 9-STATE's contiguous communications network facilities from AT&T SOUTHEAST REGION 9-STATE's serving central office that is being used to provide LWC at the LWC-served end user's premise, and the Inside Wire (as defined herein). The terms Demarcation Point and Network Interface are used interchangeably and have the same meaning.
- 2.1.3 "Inside Wire" (IW or Wire) – LWC-served end user premises wiring beginning on that end user's side of the established Demarcation Point/Network Interface, for which wiring the LWC-served end user or a third party (but not AT&T SOUTHEAST REGION 9-STATE) is responsible, to and including one or more pre-existing jacks/terminations.
- 2.1.4 "Inside Wire Trouble Report" or "IW Trouble Report" – Trouble report opened on an LWCAL for which the cause of trouble is isolated to a fault(s) on the LWCAL end user's side of the Demarcation Point. Inside Wire Trouble Report will include trouble reports isolated to IW as well as trouble reports that are identified as faults on the LWCAL end user's side of the demarcation point that are not covered by the terms and conditions of the CIWMP (e.g. trouble isolated to CPE or other exclusions as outlined in Section 5 of this Attachment).
- 2.1.5 "Riser Cable" - Copper conductors, typically within a cable sheath, that are placed exclusively within or between multi-unit buildings from an entrance location of a building (typically in the basement or lower floor equipment closet) to designated equipment space or terminal space within such building. Riser Cable is considered "Inside Wire" hereunder.
- 2.1.6 AT&T SOUTHEAST REGION 9-STATE refers, for purposes of this Attachment and its attachments only, to the AT&T-owned ILEC(s) doing business in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

## 3.0 Commercial Maintenance Plan Description

- 3.1 CIWMP shall be provided subject to the terms and conditions herein, and subject to workforce availability as described in Section 8 below. AT&T SOUTHEAST REGION 9-STATE shall provide the IW Services outlined under CIWMP only in its serving area. In connection with the IW Services provided hereunder, neither Party will in any way disparage or discriminate against the other Party or its products or services associated with CIWMP. In providing CIWMP, AT&T SOUTHEAST REGION 9-STATE service technicians shall not initiate the solicitation of end users to change service providers.
- 3.2 Under no circumstance, including an oral or written request from CARRIER's end user, should an AT&T SOUTHEAST REGION 9-STATE service technician be obligated under the Agreement (including without limitation this Attachment) to perform any services beyond those included within CIWMP and the IW Services (see, e.g., Section 4, Exclusions).
- 3.3 CIWMP is available to CARRIER only for its LWCAL-served end users who use standard single-line telephone set(s). Consistent with LWC, CIWMP is not available to CARRIER's LWCAL-served end users who may also, for example, have multi-line telephone equipment, systems or services (such as multi-line sets associated with common equipment, key telephone systems, or private branch exchange (PBX) equipment).

- 3.4 Replacement of standard miniature modular jacks (i.e. RJ11C/D, RJ11W, RJ14C and RJ14W) is included in CIWMP. If any other jack type requires replacement, CARRIER will be liable for the material cost of said jack type. The labor associated with the replacement of other jack types is included in CIWMP.
- 3.5 Basic residential and business lines serving buildings or developments where the owner/developer of said building or development has chosen to have a single demarcation point installed for all services, and where the owner/developer requires a pre-determined vendor(s) to perform these services, are not eligible for CIWMP.
- 3.6 Except on holidays, AT&T SOUTHEAST REGION 9-STATE will provide IW Services to CARRIER Monday through Saturday 8am to 6pm local time of CARRIER'S End User.
- 3.7 AT&T SOUTHEAST REGION 9-STATE may, at its discretion and upon thirty (30) days written notice to CARRIER, discontinue or cancel IW Services to an individual End User of CARRIER provided that AT&T SOUTHEAST REGION 9-STATE can demonstrate that the individual End User is abusing the provisions of the CIWMP, such as, by way of example, where AT&T SOUTHEAST REGION 9-STATE dispatches to the same location on a repeated basis and trouble is caused by, but not limited to, substandard wire, pets, children or defective CPE.
- 3.8 In the event AT&T SOUTHEAST REGION 9-STATE misses an appointment or is delayed in arriving for an appointment to provide IW Services to CARRIER'S end user, AT&T SOUTHEAST REGION 9-STATE will so notify CARRIER through the electronic interface utilized by CARRIER to request IW Services

#### 4.0 Exclusions

- 4.1 After subscription to CIWMP for End Users, there will be a thirty (30) day waiting period before CIWMP is available to that End User.
- 4.2 Neither CIWMP nor the IW Services applies to: (1) premises with twenty-three or greater lines at one location (2) repair of premises telephone wiring and/or jack(s) which are non-standard or do not comply with Part 68 of the Federal Communications Commission Rules or fail to meet AT&T SOUTHEAST REGION 9-STATE's technical standards; or (3) repair of any wiring to or for boat slips.
- 4.3 Neither CIWMP nor the IW Services applies to: (1) any exclusion listed in Section 4.1 above; (2) repair of wire or jack malfunctions or problems which arise prior to this Attachment's effective date; (3) repair of wire or jack malfunction related to damage caused by improper maintenance, negligence, willful or repeated damage, misuse, or abuse by CARRIER, LWCAL-served end user or any third party; (4) repairs necessitated by damage caused by riot, acts of war, fire and acts of nature, such as floods, windstorms (including, but not limited to, hurricanes and tornadoes) and earthquakes; (5) restoration of the premises if AT&T SOUTHEAST REGION 9-STATE is asked to repair concealed Inside Wire; (6) repair of CARRIER's LWCAL-served end users' telephones or other premises equipment (e.g., repair of CARRIER's LWCAL-service end users' CPE); (7) end-to-end replacement of telecommunications wire (e.g., from the network interface to one or more jacks/terminations); (8) installation of additional telecommunications wire, including terminating the wire installed by CARRIER, LWCAL-served end user, or any third party at the Network Interface or jacks; (9) replacement of telecommunications wire, including replacement or removal of jacks, in conjunction with the installation of additional line subscriptions or any other purpose; (10) conversion of hard-wire phones to modular phone outlet; (11) damage to telecommunications wire caused by faulty telephone equipment; (12) repair of extension drop wire to unattached structures (such as a separate garage or barn); (13) repair of jacks located outdoors, except for jacks attached to the exterior of the CARRIER's LWCAL-end users' premises; (14) for multi-unit dwellings, problems occurring in horizontal and/or Riser Cable that is not on the AT&T SOUTHEAST REGION 9-STATE -side of the Demarcation Point/Network Interface; (15) requests to check for wire taps on the non-regulated side of the network interface; (16) Recreational Vehicles, boats and/or travel trailers; (17) inside wire or jacks that do not meet industry standards for telecommunications services; (18) any repair and/or maintenance of CARRIER'S end user's inside wiring or jacks to the extent that after reasonable effort AT&T SOUTHEAST REGION 9-STATE determines that such repair/maintenance cannot be performed in a safe manner due to the presence of asbestos or any other environmentally hazardous substance or due to the existence of an unsafe condition; (19) damage to wiring or jacks due to painting or remodeling; (20) the rearranging of inside wiring from one Local Wholesale Complete service to another Local Wholesale Complete

service (e.g. previous occupant of premises had two (2) lines and CARRIER'S end user has only one (1) line); (21) on-premise, different building extensions; and (22) inside wiring or jacks installed in trailers.

- 4.4 If damage to Inside Wire occurs as a result of physical damage to a portion of the premises, CIWMP will cover the repair or replacement of Inside Wire to the extent such repair or replacement can be completed on the initial visit. However, if repair or replacement cannot be completed on the initial visit because of extreme damage to the premise, only the initial visit is covered under CIWMP. If destruction of the premises is so severe that no portion of the premises is in condition for immediate re-occupancy and telephone service cannot be re-established without replacement or installation of telecommunications wire, such repair will not be provided under CIWMP.
- 4.5 AT&T SOUTHEAST REGION 9-STATE may, at its discretion and upon thirty (30) days written notice to CARRIER, discontinue or cancel CIWMP Services to an individual end user of CARRIER provided that AT&T SOUTHEAST REGION 9-STATE can demonstrate that the individual end user is abusing the provisions of the CIWMP Services, such as, by way of example, where AT&T SOUTHEAST REGION 9-STATE dispatches to the same location on a repeated basis and trouble is caused by, but not limited to, substandard wire, pets, children or defective CPE.
- 4.6 If an End User of CARRIER has more than one (1) LWCAL to a premises, each LWCAL to said premises must be subscribed to CIWMP.
- 4.7 If one (1) or more than one (1) non-basic line is terminated at a premises, all lines at that premises are considered non-basic and are thus ineligible for CIWMP.

## 5.0 Carrier Obligations

- 5.1 For all interaction with CARRIER'S LWC-served end users with respect to trouble reporting involving Inside Wire, CARRIER shall act as AT&T SOUTHEAST REGION 9-STATE's single point of contact for orders for IW Services. AT&T SOUTHEAST REGION 9-STATE shall not accept requests for IW Services directly from CARRIER's end users. CARRIER must authorize AT&T SOUTHEAST REGION 9-STATE to dispatch personnel to provide the IW Services, in accordance with AT&T SOUTHEAST REGION 9-STATE's standard procedures.
- 5.2 CARRIER shall submit requests for CIWMP to be provided to CARRIER'S End Users by submitting a repair request through the maintenance and repair electronic interface available to CARRIER. CARRIER may alter or cancel a repair request at any time without charge. In an attempt to reduce unnecessary dispatches, CARRIER shall use commercially reasonable efforts to cancel a repair request prior to AT&T's dispatch of a technician. IW Services will not be performed on a premises visit to install an LWCAL.
- 5.3 CARRIER shall be responsible for providing to its LWCAL-served end users and to AT&T SOUTHEAST REGION 9-STATE a telephone number or numbers that CARRIER's LWCAL-served end users can use to contact CARRIER regarding matters that might fall within the IW Services provided hereunder. If CARRIER's end users contact AT&T SOUTHEAST REGION 9-STATE with regard to such requests, AT&T SOUTHEAST REGION 9-STATE shall inform such end users that they should call CARRIER and may provide CARRIER's contact number to such end users.
- 5.4 Payment of all charges hereunder is not dependent upon, or otherwise affected by, CARRIER's ability or inability to collect charges from its LWC-served end user for such IW Service.

## 6.0 Access to Premises

- 6.1 AT&T SOUTHEAST REGION 9-STATE's performance under this Attachment is dependent upon access to the premises of CARRIER'S LWCAL served end users so as to allow AT&T SOUTHEAST REGION 9-STATE to perform the IW Services, including access to any areas that may be affected by problems with Inside Wire. AT&T SOUTHEAST REGION 9-STATE shall be excused from performance if reasonable access is declined or otherwise prevented by CARRIER, an LWCAL-served end user, or any third party (such as a building owner or manager) or appropriate building maintenance staff. If AT&T SOUTHEAST REGION 9-STATE is unable to perform the IW Services due to its inability to obtain access to the premises, CARRIER shall not be relieved of its obligations hereunder.
- 6.2 AT&T SOUTHEAST REGION 9-STATE shall have the right to bill CARRIER the non-recurring charge(s) for 'false dispatch' (or similar, alternative charge) within CARRIER'S Agreement that would normally apply thereunder but for

this Attachment, beginning with and including the second occurrence and every occurrence thereafter, which occurs within 30 days or less from the previous occurrence, of a dispatch out of an AT&T SOUTHEAST REGION 9-STATE technician to a particular LWCAL end user premise that is closed (i) in each case due to subscriber access reasons (e.g., no one home to permit technician access to the premises or to areas within the premises necessary to diagnose and/or resolve the trouble), and/or (ii) in each case due to the same Section 4 (“Exclusions”) reason.

## 7.0 Workforce Availability

7.1 Due dates for premises visits shall be assigned by AT&T SOUTHEAST REGION 9-STATE's service center and will be based on the availability of AT&T SOUTHEAST REGION 9-STATE's repair personnel. Due dates for aforementioned premise visits (including dispatch scheduling) will be made using the same guidelines as AT&T SOUTHEAST REGION 9-STATE uses in establishing due dates for similarly situated AT&T SOUTHEAST REGION 9-STATE retail lines and the Inside Wire associated with those lines.

## 8.0 Warranty Repair Obligation

8.1 Should IW Services or other products or services furnished pursuant to this Attachment fail to meet accepted industry standards, as defined in the ANSI/EIA/TIA Building Wiring Standards (American National Standards Institute / Electronic Industries Association / Telecommunications Industry Association), or contain defects in materials or workmanship and be reported to AT&T SOUTHEAST REGION 9-STATE within thirty (30) days of the IW services being rendered or the other products or services being furnished, as the case may be. AT&T SOUTHEAST REGION 9-STATE shall re-perform the nonconforming IW Services, and repair or replace the nonconforming product(s) at no additional charge to CARRIER. Except for willful misconduct, such re-performance of work and repair or replacement of nonconforming products shall constitute the entire liability of AT&T SOUTHEAST REGION 9-STATE hereunder and the sole remedy of CARRIER under this warranty, whether such claim or remedy is sought in contract, tort (including negligence), strict liability, or otherwise.

8.2 THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR IMPLIED, IN FACT OR IN LAW. AT&T SOUTHEAST REGION 9-STATE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO PRODUCTS AND/OR SERVICES PROVIDED HEREUNDER, AND AT&T SOUTHEAST REGION 9-STATE DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR INTENDED OR PARTICULAR PURPOSE FOR EACH PRODUCT AND SERVICE.

## 9.0 Limitation of Liability

9.1 This Section 9, “Limitation of Liability” includes without limitation Section 13 of the General Terms and Conditions (Dispute Resolution).

9.2 Except for willful misconduct, AT&T SOUTHEAST REGION 9-STATE's sole liability for the IW Services is limited to its repair obligation as stated in Section 9.

9.3 Except for willful misconduct, neither Party shall be liable to the other Party for any indirect, incidental, special or consequential damage, including lost profits and business opportunities (collectively “Consequential Damages”), regardless of the cause of action, arising out of or in connection with the performance or nonperformance of obligations undertaken in this Attachment.

9.4 CARRIER may, in its sole discretion provide, in its tariffs and contracts with its end users that relate to any IW Service provided or contemplated under this Attachment, that to the maximum extent permitted by applicable law, AT&T SOUTHEAST REGION 9-STATE shall not be liable to such CARRIER or third party for (i) any loss relating to or arising out of this Attachment, whether in contract, tort or otherwise, that exceeds the amount CARRIER would have charged the applicable end user for the Service that gave rise to such loss and (ii) any consequential damages. To the extent that CARRIER elects not to place in its tariffs or contracts such limitation(s) of liability and AT&T SOUTHEAST REGION 9-STATE incurs a loss as a result thereof, CARRIER shall indemnify and reimburse AT&T SOUTHEAST REGION 9-STATE for that portion of the loss that would have been limited had CARRIER included in



its tariffs and contracts the limitation(s) of liability that AT&T SOUTHEAST REGION 9-STATE included in its own tariffs and contracts at the time of such loss.

## 10.0 Branding

10.1 Except where otherwise required by law or pursuant to another agreement and/or license, CARRIER shall not, without AT&T SOUTHEAST REGION 9-STATE's prior written authorization, offer the IW Services covered by this Attachment using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative design of AT&T SOUTHEAST REGION 9-STATE or its affiliates. CARRIER shall not state, imply or otherwise indicated in any manner whatsoever that there is any joint business association or similar arrangement with AT AT&T SOUTHEAST REGION 9-STATE arises from this Attachment in the provision of IW Service(s) to CARRIER's LWCAL-served end users.

10.2 AT&T SOUTHEAST REGION 9-STATE shall not be obligated by the Attachment to provide CARRIER with branding of any kind including but not limited to, technician apparel, vehicles, forms; nor shall any of the AT&T SOUTHEAST REGION 9-STATE technicians carry and provide to CARRIER's LWCAL-served end users, CARRIER branded business cards or other printed material.

## 11.0 Scope

11.1 This Attachment is only applicable to and binding upon both Parties in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and applies only within the AT&T ILEC Service Areas in those aforementioned states. The Parties agree that the Commercial Inside Wire Maintenance Plan is limited to the States listed above and only for the LWCALs purchased from AT&T SOUTHEAST REGION 9-STATE within their service areas. AT&T SOUTHEAST REGION 9-STATE incurs no obligation or liability to expand or enhance the Commercial Inside Wire Maintenance Plan, as described herein.

11.2 The Parties agree to negotiate in good faith for the addition of CIWMP terms and conditions to include additional states and/or areas in the event that CIWMP is made available in those additional states and/or areas.

## 12.0 Pricing

12.1 The rates for CIWMP in AT&T SOUTHEAST REGION 9-STATE are in the AT&T SOUTHEAST REGION 9-STATE Pricing Schedule attached to this Agreement.

## 13.0 Possible Implementation Changes

13.1 AT&T SOUTHEAST REGION 9-STATE reserves the right to implement another phase of implementation for CIWMP at a future date, and require, upon 180 days advance notice, the transition to new CIWMP FID(s) and/or USOC(s), if, when, and where AT&T SOUTHEAST REGION 9-STATE is able to support them. CARRIER acknowledges that this may occur on a region-by-region basis. After any such transition, CIWMP will only be provided under CIWMP-specific USOCs, to the full extent then-supported by AT&T SOUTHEAST REGION 9-STATE's systems.

ATTACHMENT 14 –

AT&T SOUTHEAST REGION 9-STATE  
INDUSTRIAL VOICEMAIL

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## 1.0 Introduction and Scope

1.1 This Attachment is an integral part of the Private Commercial Agreement for Local Wholesale Complete (LWC) between AT&T SOUTHEAST REGION 9-STATE and CARRIER, and sets forth additional terms and conditions for Industrial Voicemail (IVM) by the applicable AT&T SOUTHEAST REGION 9-STATE ILEC. The IVM terms and conditions provided under the Agreement and this Attachment are only available as part of and use in conjunction with LWC in the AT&T SOUTHEAST REGION 9-STATE area. This Attachment is only applicable when CARRIER is purchasing LWC, and then only as part of the LWCAL being provided (e.g., not for use separately, or with respect to any other offering by AT&T SOUTHEAST REGION 9-STATE).

1.2 Industrial Voicemail Service is an unbranded, wholesale messaging service (“the Service”) that provides a telephone answering and message recording service for CARRIER’s LWC residential and business customers.

1.3 The Service and features of IVM are offered where facilities and technology permit. AT&T SOUTHEAST REGION 9-STATE reserves the right to terminate provisioning IVM at anytime during the term of the Agreement. AT&T SOUTHEAST REGION 9-STATE shall provide CARRIER written notice of its intent to terminate the Service upon sixty (60) days and CARRIER may convert its end users to an AT&T SOUTHEAST REGION 9-STATE MemoryCall® service product offered for resale by AT&T SOUTHEAST REGION 9-STATE pursuant to CARRIER interconnection agreement. CARRIER will process the appropriate local service request to initiate such changes.

## 2.0 Industrial Voicemail Service

2.1 AT&T SOUTHEAST REGION 9-STATE will furnish and provide the Service on a month-to-month basis. CARRIER agrees to pay AT&T SOUTHEAST REGION 9-STATE a monthly charge for service.

2.2 CARRIER understands that the following vertical features will be required to be ordered and purchased to implement IVM: 1) call forward - busy line; 2) call forward - don't answer; and/or 3) message waiting indicator.

2.3 CARRIER’s Responsibilities.

2.3.1 CARRIER must designate resources to the provisioning and maintenance of the Service. These resources must:

2.3.1.1 have a complete understanding of the service offering.

2.3.1.2 have a process in place to quickly resolve ordering and maintenance issues with the AT&T maintenance center.

2.3.1.3 have a Maintenance Department available from 8AM to 5PM, Monday through Friday.

2.3.1.4 have provisioning support available from 8AM to 5PM, Monday through Friday.

2.3.1.5 have a contact number specifically for messaging questions. (The usual maintenance contact number is not acceptable.)

2.3.2 CARRIER must provide an escalation list for IVM. The list must include a minimum of 3 levels of management and must include at least a Director Level of contact.

2.3.3 AT&T SOUTHEAST REGION 9-STATE reserves the right to prohibit CARRIER from requesting additional orders for IVM if the trouble resolution time for orders and repair exceeds an unmanageable amount.

2.4 Rates.

2.4.1 Rates for the Service are as defined in the AT&T SOUTHEAST REGION 9-STATE Pricing Schedule.

## 3.0 Court Ordered Requests for Call Detail Records and Other Subscriber

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

## LWC AT&T-13STATE PRICING SCHEDULE

### 1.0 Rates

Line	Product	Rate Element	RECURRING RATE - RESIDENTIAL	RECURRING RATE - BUSINESS	RECURRING RATE - COIN	NONRECURRING RATE FIRST	NONRECURRING RATE ADDITIONAL
1							
2	<b>LWCALRate<sup>1</sup></b>		\$28.00/LWCAL				
3	<b>LWCALRate<sup>2</sup></b>			\$30.00/LWCAL			
4	<b>LWCALRate</b>				\$30.00/LWCAL		
5							
6	<b>LWC Usage</b>	MOU Rate: average MOUs per LWCAL, calculated per end office per billing period <sup>3</sup>					
7		0 – 1500 MOUs	Included in LWCAL Base Rate	Included in LWCAL Base Rate	\$0.002		
8		Over 1500 MOUs	\$0.002	\$0.002	\$0.002		
9	<b>Optional Services</b>						
10		Privacy Manager®	\$ 3.50 / LWCAL	\$ 3.50 / LWCAL			
13	<b>Optional EAS Functionality</b>						
14			Optional Two-Way EAS (SBC Texas only, where currently Activated and available)	\$ 8.00 / LWCAL			
15			Optional One-Way EAS (SBC Texas only, where currently Activated and available)	\$ 3.00 / LWCAL			
16			Optional One-Way EAS (SBC Arkansas only, where currently Activated available)	\$ 3.00 / LWCAL			
17							
18	<b>Directory Assistance</b>	Directory Assistance per call	\$ 0.41	\$ 0.41	\$ 0.41	None	None
Line	Product	Rate Element	RECURRING RATE - Residential	RECURRING RATE - BUSINESS	RECURRING RATE - COIN	NONRECURRING RATE FIRST	NONRECURRING RATE ADDITIONAL

<sup>1</sup> OK Line Class Codes for former OK "Local Plus®" offering is not included within the LWCAL Rate.

<sup>2</sup> OK Line Class Codes for former OK "Local Plus®" offering is not included within the LWCAL Rate.

<sup>3</sup> Refer to related terms, conditions and pricing in Commercial Agreement, including the Attachment Local Wholesale Complete, for this rate element, including its calculation and application.

19	<b>Directory Assistance (cont.)</b>	National DA (NDA) per call; Business Search Category (BCS) per call; Reverse Directory Assistance (RDA) per call	\$ 0.65	\$ 0.65	\$ 0.65	None	None
20		Directory Assistance Call Completion (DACC) - per call	\$ 0.15	\$ 0.15	\$ 0.15	None	None
21		Directory Assistance Non-Pub Emergency Service – per call	\$ 2.00	\$ 2.00	\$ 2.00	None	None
22		Directory Assistance - Branding - Initial/Subsequent Load per OS switch	None	None	None	\$ 1,800.00	\$ 1,800.00
23		Directory Assistance - Branding - per call	\$ 0.03	\$ 0.03	\$ 0.03	None	None
24		Directory Assistance - Rate Reference Initial Load per SBC state/In-Region – Local and IntraLATA rates	None	None	None	\$ 5,000	None
25		Directory Assistance - Rate Reference Subsequent Load per SBC state/In-Region – Local and IntraLATA rates	None	None	None	None	\$ 1,500.00
26							
27	<b>Directory Listings</b>	Non-List, Non-Pub, Foreign, enhanced, additional, alternate or other special listing types	Retail tariff rate	Retail tariff rate	Retail tariff rate	Retail tariff rate	Retail tariff rate
28							
29	<b>Operator Services</b>	Operated Services - Fully Automated Call Processing (Per completed automated call)	\$ 0.15	\$ 0.15	\$ 0.15	None	None
			<b>RECURRING RATE - Residential</b>	<b>RECURRING RATE – BUSINESS</b>	<b>RECURRING RATE – COIN</b>	<b>NONRECURRING RATE FIRST</b>	<b>NONRECURRING RATE ADDITIONAL</b>

30		Operator Services - Operator Assisted Call Processing (Per work second)	\$ 0.03	\$ 0.03	\$ 0.03	None	None
31		Operator Services - Branding Initial/Subsequent Load per OS Switch	None	None	None	\$ 1,800.00	\$ 1,800.00
32		Operator Services - Branding Per call	\$ 0.03	\$ 0.03	\$ 0.03	None	None
33		Operator Services - Rate Reference - Initial Load per SBC state/In-Region – Local and IntraLATA rates	None	None	None	\$ 5,000.00	None
34		Operator Services - Rate Reference - Subsequent Load per SBC state/In-Region – Local and IntraLATA rates	None	None	None	None	\$ 1,500.00
35							
36	<b>Service Order Charges</b>	Electronic Service Order				\$ 7.50 / LSR	
37		Manual Service Order				\$ 50.00 / LSR	
38							
39	<b>Other Charges</b>	Bill Inquiry/Dispute (Charges sustained)					\$25.00 / Incident
40		Paper Bill					\$25.00 / Incident
41		Duplicate Bill					\$25.00 / Incident
42		False Technician Dispatch (CLEC Fault)					\$75.00 / Incident
43		Non-EFT payment or credit					\$25.00 / Incident
44							
45	<b>E911 Alternately Billed Traffic (“ABT”)</b>	911 Database Management ANI/ALI/SR Per 100 Records (SBC IL, SBC IN, SBC MI, SBC OH, SBC WI only) ABT Billing and Collection, per message fee	\$4.10	\$4.10	\$4.10		
46			\$0.05	\$0.05	\$0.05		

AT&T-9STATE LOCAL WHOLESALE COMPLETE SERVICES - Alabama										PRICING SCHEDULE				
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
					Rec	Nonrecurring		Nonrecurring Disconnect						
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
<b>ORDERING INTERFACES</b>														
	Electronic Service order Charge, Per Local Service Request (LSR)				SOME C	3.50	0.00	3.50	0.00					
	Manual Service Order Charge, Per Local Service Request (LSR)				SOMAN	15.66	0.00	1.97	0.00					
<b>LINE INFORMATION DATA BASE ACCESS (LIDB)</b>														
	LIDB Common Transport Per Query					0.0003								
	LIDB Validation Per Query		OQV	BHML1		0.035378								
	LIDB Originating Point Code Establishment or Change		OQV	NRBPX		91.00		42.08						
<b>BRANDING - DIRECTORY ASSISTANCE</b>														
<b>Wholesale CLEC</b>														
	Recording of DA Custom Branded Announcement					3,000.00	3,000.00							
	Loading of DA Custom Branded Announcement per Switch per OCN					1,700.00	1,700.00							
<b>Unbranding via OLNS for Wholesale CLEC</b>														
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00							
	Loading of DA per Switch per OCN					16.00	16.00							
<b>DIRECTORY ASSISTANCE SERVICES</b>														
<b>DIRECTORY ASSISTANCE ACCESS SERVICE</b>														
	Directory Assistance Access Service Calls, Charge Per Call					0.275								
<b>DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)</b>														
	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					0.10								
<b>BRANDING - OPERATOR CALL PROCESSING</b>														
<b>Wholesale CLEC</b>														
	Recording of Custom Branded OA Announcement					7,000.00	7,000.00							
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00							
<b>Unbranding via OLNS for Wholesale CLEC</b>														
	Loading of OA per OCN (Regional)					1,200.00	1,200.00							
<b>INWARD OPERATOR SERVICES</b>														
	Inward Operator Services - Verification, Per Minute					1.15								
	Inward Operator Services - Verification and Emergency Interrupt - Per Minute					1.15								
<b>OPERATOR CALL PROCESSING</b>														
	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					1.20								
	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					1.24								
	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					0.20								
	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.20								
<b>CALLING NAME (CNAM) SERVICE</b>														
	CNAM Service, per line		UEPBX	N1ACR		2.11								
	CNAM Service, per line		UEPPX	N1ACR		2.11								
	CNAM Service, per line		UEPRX	NXMCR		2.11								
	CNAM Service, per line		UEPBX	NXMCR		2.11								
	CNAM Service, per line		UEPRG	NXMCR		2.11								
	CNAM Service, per line		UEPPX	NXMCR		2.11								
	CNAM Service, per line		UEPRX	NXMMN		2.11								
	CNAM Service, per line		UEPBX	NXMMN		2.11								
	CNAM Service, per line		UEPRG	NXMMN		2.11								
	CNAM Service, per line		UEPPX	NXMMN		2.11								
	CNAM Service, per line		UEPBX	NXECR		2.11								
	CNAM Service, per line		UEPPX	NXECR		2.11								
	CNAM Service, per line		UEPBX	NCACR		2.11								
	CNAM Service, per line		UEPPX	NCACR		2.11								
<b>DAILY USAGE FILES</b>														
<b>ACCESS DAILY USAGE FILE (ADUF)</b>														
	ADUF: Message Processing, per message					0.007037								



AT&T-9STATE LOCAL WHOLESALE COMPLETE SERVICES - Alabama										PRICING SCHEDULE				
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
					Rec	Nonrecurring		Nonrecurring Disconnect						
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	ADUF: Data Transmission (CONNECT:DIRECT), per message				0.000113									
	<b>OPTIONAL DAILY USAGE FILE (ODUF)</b>													
	ODUF: Recording, per message				0.000011									
	ODUF: Message Processing, per message				0.004101									
	ODUF: Message Processing, per Magnetic Tape provisioned				42.67									
	ODUF: Data Transmission (CONNECT:DIRECT), per message				0.000094									
	<b>ALTERNATELY BILLED TRAFFIC</b>													
	ABT, Billing and Collection Fee, per message				0.05									
	<b>INDUSTRIAL VOICEMAIL</b>													
	Industrial Voicemail mailbox - Residence, per month		UEPRX	WVMRB	3.25									
	Industrial Voicemail mailbox - Residence with sub-mailbox, per month		UEPRX	WVMR1	3.25									
	Industrial Voicemail mailbox - Business, per month		UEPBX	WVMBB	6.00									
	Industrial Voicemail mailbox - Business with sub-mailbox, per month		UEPBX	WVMB1	6.00									
	<b>AT&amp;T-9STATE LOCAL WHOLESALE COMPLETE SWITCH PORT USAGE</b>													
	> AT&T-9STATE currently bills End Office Switching, Tandem Switching and Common Transport network rate elements during the origination or termination of an LWC call and depending on their use and the type of call. AT&T-9STATE may at its option move to a single LWC Usage rate element, listed as Local Wholesale Complete Usage, per MOU in this rate exhibit. If AT&T, at its option, moves to this single rate element, it may require AT&T Billing System modifications. If and when those modifications are complete, AT&T shall notify CARRIER, that the single LWC Usage rate shall apply going forward.													
	<b>End Office Switching (Port Usage)</b>													
	End Office Switching Function, Per MOU				0.0007025									
	End Office Trunk Port - Shared, Per MOU				0.0001638									
	<b>Tandem Switching (Port Usage) (Local or Access Tandem)</b>													
	Tandem Switching Function Per MOU				0.000095									
	Tandem Trunk Port - Shared, Per MOU				0.0002015									
	<b>Melded Factor: 43.15% of the Tandem Rate</b>													
	Tandem Switching Function Per MOU (Melded)				0.000040993									
	Tandem Trunk Port - Shared, Per MOU (Melded)				0.000086947									
	<b>Common Transport</b>													
	Common Transport - Per Mile, Per MOU				0.0000023									
	Common Transport - Facilities Termination Per MOU				0.0003224									
	<b>Local Wholesale Complete Usage</b>													
	Local Wholesale Complete, per MOU				0.002									
	<b>AT&amp;T-9STATE LOCAL WHOLESALE COMPLETE SERVICES</b>													
	> For New Installations the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Conversions, the Nonrecurring charges are listed in the NRC - Conversion section. Additional NRCs may apply also and are categorized accordingly.													
	> AT&T-9STATE Local Wholesale Complete Coin previously had a monthly recurring flat-rate Usage rate element for local calls. This rate applied instead of Usage rate elements based on minutes-of-use. Now that AT&T has the ability to bill Usage based on actual minutes-of-use for LWC Coin local calls, such Usage shall be billed using the rate elements and rates listed above in the AT&T-9STATE Local Wholesale Complete Switch Port Usage section of this rate exhibit.													
	<b>LOCAL WHOLESALE COMPLETE (RES)</b>													
	<b>Loop Rates</b>													
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPRX	UEPLX	11.55									
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPRX	UEPLX	20.04									
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPRX	UEPLX	33.65									
	<b>2-Wire Voice Grade Line Port (Res)</b>													
	2-Wire voice port - residence		UEPRX	UEPRL	8.15	33.48	10.04							
	2-Wire voice port with Caller ID - res		UEPRX	UEPRC	8.15	33.48	10.04							
	2-Wire voice port outgoing only - res		UEPRX	UEPRO	8.15	33.48	10.04							
	2-Wire voice Alabama extended local dialing parity port with Caller ID - res		UEPRX	UEPAR	8.15	33.48	10.04							
	2-Wire voice res, low usage line port with Caller ID		UEPRX	UEPAP	8.15	33.48	10.04							
	2-Wire voice Low Usage Line Port without Caller ID Capability		UEPRX	UEPRT	8.15	33.48	10.04							
	2-Wire Voice Alabama Residence Dialing Plan without Caller ID		UEPRX	UEPWA	8.15	33.48	10.04							
	<b>FEATURES</b>													
	All Features Offered		UEPRX	UEPVF	1.98	0.00	0.00							
	<b>NONRECURRING CHARGES - CONVERSION</b>													
	Local Wholesale Complete - Switch-As-Is		UEPRX	USAC2	10.00	10.00								
	Local Wholesale Complete - Switch with Change		UEPRX	USACC	10.00	10.00								
	Local Wholesale Complete - Installation Charge at QuickService location - Not Conversion of Existing Service		UEPRX	URECC	10.00									

AT&T-9STATE LOCAL WHOLESALE COMPLETE SERVICES - Alabama										PRICING SCHEDULE		Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st		Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
					Rec	Nonrecurring								Nonrecurring Disconnect	
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
<b>ADDITIONAL NRCs</b>															
	Local Wholesale Complete - Subsequent		UEPRX	USAS2		0.00	0.00								
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPRX	URETL		8.33	0.83								
<b>OFF/ON PREMISES EXTENSION CHANNELS</b>															
	2 Wire Analog Voice Grade Extension Loop – Non-Design	1	UEPRX	UEAEN	12.58	37.81	17.56								
	2 Wire Analog Voice Grade Extension Loop – Non-Design	2	UEPRX	UEAEN	21.05	37.81	17.56								
	2 Wire Analog Voice Grade Extension Loop – Non-Design	3	UEPRX	UEAEN	34.34	37.81	17.56								
	2 Wire Analog Voice Grade Extension Loop – Design	1	UEPRX	UEAED	14.38	88.00	55.00								
	2 Wire Analog Voice Grade Extension Loop – Design	2	UEPRX	UEAED	22.85	88.00	55.00								
	2 Wire Analog Voice Grade Extension Loop – Design	3	UEPRX	UEAED	36.14	88.00	55.00								
<b>INTEROFFICE TRANSPORT</b>															
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination		UEPRX	U1TV2	21.13	40.54	27.41								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile		UEPRX	U1TVM	0.008838	0.00	0.00								
<b>INSIDE WIRE MAINTENANCE</b>															
	Inside Wire Maintenance Plan		UEPRX	SEQ1X	4.50										
<b>LOCAL WHOLESALE COMPLETE (BUS)</b>															
<b>Loop Rates</b>															
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPBX	UEPLX	11.55										
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPBX	UEPLX	20.04										
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPBX	UEPLX	33.65										
<b>2-Wire Voice Grade Line Port (Bus)</b>															
	2-Wire voice port without Caller ID - bus		UEPBX	UEPBL	11.15	57.75	10.04								
	2-Wire voice port with Caller + E484 ID - bus		UEPBX	UEPBC	11.15	57.75	10.04								
	2-Wire voice port outgoing only - bus		UEPBX	UEPBO	11.15	57.75	10.04								
	2-Wire voice Alabama extended local dialing parity port with Caller ID - bus		UEPBX	UEPAW	11.15	57.75	10.04								
	2-Wire voice incoming only port with Caller ID - Bus		UEPBX	UEPB1	11.15	57.75	10.04								
	2-Wire voice Incoming Only Port without Caller ID Capability		UEPBX	UEPBE	11.15	57.75	10.04								
	2-Wire voice Alabama Business Dialing Plan without Caller ID		UEPBX	UEPWB	11.15	57.75	10.04								
<b>FEATURES</b>															
	All Features Offered		UEPBX	UEPVF	1.98	0.00	0.00								
<b>NONRECURRING CHARGES - CONVERSION</b>															
	Local Wholesale Complete - Switch-As-Is		UEPBX	USAC2		10.00	10.00								
	Local Wholesale Complete - Switch with Change		UEPBX	USACC		10.00	10.00								
<b>ADDITIONAL NRCs</b>															
	Local Wholesale Complete - Subsequent		UEPBX	USAS2		0.00	0.00								
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPBX	URETL		8.33	0.83								
<b>OFF/ON PREMISES EXTENSION CHANNELS</b>															
	2 Wire Analog Voice Grade Extension Loop – Non-Design	1	UEPBX	UEAEN	12.58	37.81	17.56								
	2 Wire Analog Voice Grade Extension Loop – Non-Design	2	UEPBX	UEAEN	21.05	37.81	17.56								
	2 Wire Analog Voice Grade Extension Loop – Non-Design	3	UEPBX	UEAEN	34.34	37.81	17.56								
	2 Wire Analog Voice Grade Extension Loop – Design	1	UEPBX	UEAED	14.38	88.00	55.00								
	2 Wire Analog Voice Grade Extension Loop – Design	2	UEPBX	UEAED	22.85	88.00	55.00								
	2 Wire Analog Voice Grade Extension Loop – Design	3	UEPBX	UEAED	36.14	88.00	55.00								
<b>INTEROFFICE TRANSPORT</b>															
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination		UEPBX	U1TV2	21.13	40.54	27.41								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile		UEPBX	U1TVM	0.008838	0.00	0.00								
<b>INSIDE WIRE MAINTENANCE</b>															
	Inside Wire Maintenance Plan		UEPBX	SEQ1X	4.50										
<b>LOCAL WHOLESALE COMPLETE (RES - PBX))</b>															
<b>Loop Rates</b>															
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPRG	UEPLX	11.55										
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPRG	UEPLX	20.04										
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPRG	UEPLX	33.65										
<b>2-Wire Voice Grade Line Port Rates (RES - PBX)</b>															
	2-Wire voice 2-Way PBX Trunk Port - Res		UEPRG	UEPRD	8.15	57.75	10.04								

AT&T-9STATE LOCAL WHOLESALE COMPLETE SERVICES - Alabama											PRICING SCHEDULE			
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
					Rec	Nonrecurring		Nonrecurring Disconnect						
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
<b>FEATURES</b>														
	All Features Offered		UEPRG	UEPVF	1.98	0.00	0.00							
<b>NONRECURRING CHARGES - CONVERSION</b>														
	Local Wholesale Complete - Switch-As-Is		UEPRG	USAC2		10.00	10.00							
	Local Wholesale Complete - Switch with Change		UEPRG	USACC		10.00	10.00							
<b>ADDITIONAL NRCs</b>														
	Local Wholesale Complete - Subsequent		UEPRG	USAS2		0.00	0.00							
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group					14.64	14.64							
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPRG	URETL		8.33	0.83							
<b>OFF/ON PREMISES EXTENSION CHANNELS</b>														
	Local Channel Voice grade, per termination	1	UEPRG	P2JHX	14.38	88.00	55.00							
	Local Channel Voice grade, per termination	2	UEPRG	P2JHX	22.85	88.00	55.00							
	Local Channel Voice grade, per termination	3	UEPRG	P2JHX	36.14	88.00	55.00							
	Non-Wire Direct Serve Channel Voice Grade	1	UEPRG	SDD2X	22.41	131.60	61.92							
	Non-Wire Direct Serve Channel Voice Grade	2	UEPRG	SDD2X	23.88	131.60	61.92							
	Non-Wire Direct Serve Channel Voice Grade	3	UEPRG	SDD2X	33.72	131.60	61.92							
<b>INTEROFFICE TRANSPORT</b>														
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination		UEPRG	U1TV2	21.13	40.54	27.41							
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile		UEPRG	U1TVM	0.008838	0.00	0.00							
<b>LOCAL WHOLESALE COMPLETE (BUS - PBX)</b>														
<b>Loop Rates</b>														
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPPX	UEPLX	11.55									
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPPX	UEPLX	20.04									
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPPX	UEPLX	33.65									
<b>2-Wire Voice Grade Line Port Rates (BUS - PBX)</b>														
	Line Side Combination 2-Way PBX Trunk Port - Bus		UEPPX	UEPPC	11.15	57.75	10.04							
	Line Side Outward PBX Trunk Port - Bus		UEPPX	UEPPO	11.15	57.75	10.04							
	Line Side Incoming PBX Trunk Port - Bus		UEPPX	UEPP1	11.15	57.75	10.04							
	2-Wire Voice 2-Way Combination PBX Alabama Calling Port		UEPPX	UEPA2	11.15	57.75	10.04							
	2-Wire Voice 1-Way Outdial AL Calling Plan Port		UEPPX	UEPOA	11.15	57.75	10.04							
	2-Wire Voice PBX LD Terminal Ports		UEPPX	UEPLD	11.15	57.75	10.04							
	2-Wire Voice 2-Way Combination PBX Usage Port		UEPPX	UEPXA	11.15	57.75	10.04							
	2-Wire Voice PBX Toll Terminal Hotel Ports		UEPPX	UEPXB	11.15	57.75	10.04							
	2-Wire Voice PBX LD DDD Terminals Port		UEPPX	UEPXC	11.15	57.75	10.04							
	2-Wire Voice PBX LD Terminal Switchboard Port		UEPPX	UEPXD	11.15	57.75	10.04							
	2-Wire Voice PBX LD Terminal Switchboard IDD Capable Port		UEPPX	UEPXE	11.15	57.75	10.04							
<b>FEATURES</b>														
	All Features Offered		UEPPX	UEPVF	1.98	0.00	0.00							
<b>NONRECURRING CHARGES - CONVERSION</b>														
	Local Wholesale Complete - Switch-As-Is		UEPPX	USAC2		10.00	10.00							
	Local Wholesale Complete - Switch with Change		UEPPX	USACC		10.00	10.00							
<b>ADDITIONAL NRCs</b>														
	Local Wholesale Complete - Subsequent		UEPPX	USAS2		0.00	0.00							
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group					14.64	14.64							
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPPX	URETL		8.33	0.83							
<b>OFF/ON PREMISES EXTENSION CHANNELS</b>														
	Local Channel Voice grade, per termination	1	UEPPX	P2JHX	14.38	88.00	55.00							
	Local Channel Voice grade, per termination	2	UEPPX	P2JHX	22.85	88.00	55.00							
	Local Channel Voice grade, per termination	3	UEPPX	P2JHX	36.14	88.00	55.00							
	Non-Wire Direct Serve Channel Voice Grade	1	UEPPX	SDD2X	22.41	131.60	61.92							
	Non-Wire Direct Serve Channel Voice Grade	2	UEPPX	SDD2X	23.88	131.60	61.92							
	Non-Wire Direct Serve Channel Voice Grade	3	UEPPX	SDD2X	33.72	131.60	61.92							
<b>INTEROFFICE TRANSPORT</b>														
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination		UEPPX	U1TV2	21.13	40.54	27.41							

AT&T-9STATE LOCAL WHOLESALE COMPLETE SERVICES - Alabama										PRICING SCHEDULE					
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
					Rec	Nonrecurring								Nonrecurring Disconnect	
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile		UEPPX	U1TVM	0.008838	0.00	0.00								
<b>LOCAL WHOLESALE COMPLETE (COIN)</b>															
<b>Loop Rates</b>															
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPCO	UEPLX	11.55										
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPCO	UEPLX	20.04										
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPCO	UEPLX	33.65										
<b>2-Wire Voice Grade Line Port Rates (Coin)</b>															
	2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS)		UEPCO	UEPRF	11.15	57.75	10.04								
	2-Wire Coin 2-Way with Operator Screening (AL, KY)		UEPCO	UEPRE	11.15	57.75	10.04								
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS, SC)		UEPCO	UEPRA	11.15	57.75	10.04								
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (AL, LA, MS)		UEPCO	UEPRB	11.15	57.75	10.04								
	2-Wire Coin 2-Way with Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS)		UEPCO	UEPCD	11.15	57.75	10.04								
	2-Wire Coin Outward with Operator Screening and 011 Blocking (AL, FL)		UEPCO	UEPRK	11.15	57.75	10.04								
	2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)		UEPCO	UEPRH	11.15	57.75	10.04								
	2-Wire Coin Outward Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS)		UEPCO	UEPCN	11.15	57.75	10.04								
	Coin Usage (Obsolete Rate Element)		UEPCO	URECU	0.00										
<b>NONRECURRING CHARGES - CONVERSION</b>															
	Local Wholesale Complete - Switch-As-Is		UEPCO	USAC2		10.00	10.00								
	Local Wholesale Complete - Switch with Change		UEPCO	USACC		10.00	10.00								
<b>ADDITIONAL NRCs</b>															
	Local Wholesale Complete - Subsequent		UEPCO	USAS2		0.00	0.00								
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPCO	URETL		8.33	0.83								

AT&T-9STATE LOCAL WHOLESALE COMPLETE SERVICES - Florida										PRICING SCHEDULE					
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
					Rec	Nonrecurring		Nonrecurring Disconnect							Ordering Interface Rates (\$)
						First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	
<b>ORDERING INTERFACES</b>															
	Electronic Service order Charge, Per Local Service Request (LSR)					3.50	0.00	3.50	0.00						
	Manual Service Order Charge, Per Local Service Request (LSR)				SOMAN	11.90	0.00	1.83	0.00						
<b>LINE INFORMATION DATA BASE ACCESS (LIDB)</b>															
	LIDB Common Transport Per Query					0.0003									
	LIDB Validation Per Query		OQV	BHML1		0.035378									
	LIDB Originating Point Code Establishment or Change		OQV	NRBPX		91.00	55.13	55.13	55.13						
<b>BRANDING - DIRECTORY ASSISTANCE</b>															
<b>Wholesale CLEC</b>															
	Recording of DA Custom Branded Announcement					3,000.00	3,000.00								
	Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00								
<b>Unbranding via OLNS for Wholesale CLEC</b>															
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00								
	Loading of DA per Switch per OCN					16.00	16.00								
<b>DIRECTORY ASSISTANCE SERVICES</b>															
<b>DIRECTORY ASSISTANCE ACCESS SERVICE</b>															
	Directory Assistance Access Service Calls, Charge Per Call					0.275									
<b>DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)</b>															
	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					0.10									
<b>BRANDING - OPERATOR CALL PROCESSING</b>															
<b>Wholesale CLEC</b>															
	Recording of Custom Branded OA Announcement					7,000.00	7,000.00								
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00								
<b>Unbranding via OLNS for Wholesale CLEC</b>															
	Loading of OA per OCN (Regional)					1,200.00	1,200.00								
<b>INWARD OPERATOR SERVICES</b>															
	Inward Operator Services - Verification, Per Call					1.00									
	Inward Operator Services - Verification and Emergency Interrupt - Per Call					1.95									
<b>OPERATOR CALL PROCESSING</b>															
	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					1.20									
	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					1.24									
	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					0.20									
	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.20									
	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.20									
<b>CALLING NAME (CNAM) SERVICE</b>															
	CNAM Service, per line		UEPBX	N1ACR		2.11									
	CNAM Service, per line		UEPPX	N1ACR		2.11									
	CNAM Service, per line		UEPRX	NXMCR		2.11									
	CNAM Service, per line		UEPBX	NXMCR		2.11									
	CNAM Service, per line		UEPRG	NXMCR		2.11									
	CNAM Service, per line		UEPPX	NXMCR		2.11									
	CNAM Service, per line		UEPRX	NXMMN		2.11									
	CNAM Service, per line		UEPBX	NXMMN		2.11									
	CNAM Service, per line		UEPRG	NXMMN		2.11									
	CNAM Service, per line		UEPPX	NXMMN		2.11									
	CNAM Service, per line		UEPBX	NXECR		2.11									
	CNAM Service, per line		UEPPX	NXECR		2.11									
	CNAM Service, per line		UEPBX	NCACR		2.11									
	CNAM Service, per line		UEPPX	NCACR		2.11									
<b>DAILY USAGE FILES</b>															

AT&T-9STATE LOCAL WHOLESALE COMPLETE SERVICES - Florida										PRICING SCHEDULE										
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	Ordering Interface Rates (\$)								
												Rec	Nonrecurring		Nonrecurring Disconnect		SOMECE	SOMAN	SOMAN	SOMAN
	<b>ACCESS DAILY USAGE FILE (ADUF)</b>																			
	ADUF: Message Processing, per message				0.001656															
	ADUF: Data Transmission (CONNECT:DIRECT), per message				0.0001245															
	<b>OPTIONAL DAILY USAGE FILE (ODUF)</b>																			
	ODUF: Recording, per message				0.0000071															
	ODUF: Message Processing, per message				0.002146															
	ODUF: Message Processing, per Magnetic Tape provisioned				35.91															
	ODUF: Data Transmission (CONNECT:DIRECT), per message				0.00010375															
	<b>ALTERNATELY BILLED TRAFFIC</b>																			
	ABT, Billing and Collection Fee, per message				0.05															
	<b>INDUSTRIAL VOICEMAIL</b>																			
	Industrial Voicemail mailbox - Residence, per month		UEPRX	WVMRB	3.25															
	Industrial Voicemail mailbox - Residence with sub-mailbox, per month		UEPRX	WVMR1	3.25															
	Industrial Voicemail mailbox - Business, per month		UEPBX	WVMBB	6.00															
	Industrial Voicemail mailbox - Business with sub-mailbox, per month		UEPBX	WVMB1	6.00															
	<b>AT&amp;T-9STATE LOCAL WHOLESALE COMPLETE SWITCH PORT USAGE</b>																			
	> AT&T-9STATE currently bills End Office Switching, Tandem Switching and Common Transport network elements during the origination or termination of an LWC call and depending on their use and the type of call. AT&T-9STATE plans to move to a single LWC Usage, listed as Local Wholesale Complete Usage, per MOU in this rate exhibit. Moving to this single rate requires AT&T Billing System modifications. When those modifications are complete, then AT&T shall notify CARRIER, and the single LWC Usage rate shall apply going forward.																			
	<b>End Office Switching (Port Usage)</b>																			
	End Office Switching Function, Per MOU				0.0007662															
	End Office Trunk Port - Shared, Per MOU				0.000164															
	<b>Tandem Switching (Port Usage) (Local or Access Tandem)</b>																			
	Tandem Switching Function Per MOU				0.0001319															
	Tandem Trunk Port - Shared, Per MOU				0.000235															
	<b>Melded Factor: 20.61% of the Tandem Rate</b>																			
	Tandem Switching Function Per MOU (Melded)				0.000027185															
	Tandem Trunk Port - Shared, Per MOU (Melded)				0.000048434															
	<b>Common Transport</b>																			
	Common Transport - Per Mile, Per MOU				0.0000035															
	Common Transport - Facilities Termination Per MOU				0.0004372															
	<b>Local Wholesale Complete Usage</b>																			
	Local Wholesale Complete, per MOU				0.002															
	<b>AT&amp;T-9STATE LOCAL WHOLESALE COMPLETE SERVICES</b>																			
	> For New Installations the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Conversions, the Nonrecurring charges are listed in the NRC - Conversion section. Additional NRCs may apply also and are categorized accordingly.																			
	> AT&T-9STATE Local Wholesale Complete Coin previously had a flat-rate Usage rate element. This rate no longer applies and therefore it has a rate of \$0.00. AT&T-9STATE Local Wholesale Complete Coin Usage will be billed based on the Usage Rates listed above in the AT&T-9STATE Local Wholesale Complete Switch Port Usage section of this rate exhibit.																			
	<b>LOCAL WHOLESALE COMPLETE (RES)</b>																			
	<b>Loop Rates</b>																			
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPRX	UEPLX	9.77															
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPRX	UEPLX	13.88															
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPRX	UEPLX	24.63															
	<b>2-Wire Voice Grade Line Port (Res)</b>																			
	2-Wire voice port - residence		UEPRX	UEPRL	8.17	31.27	9.38													
	2-Wire voice port with Caller ID - res		UEPRX	UEPRC	8.17	31.27	9.38													
	2-Wire voice port outgoing only - res		UEPRX	UEPRO	8.17	31.27	9.38													
	2-Wire voice Florida Area Calling with Caller ID - res		UEPRX	UEPAF	8.17	31.27	9.38													
	2-Wire voice res, low usage line port with Caller ID		UEPRX	UEPAP	8.17	31.27	9.38													
	2-Wire voice Low Usage Line Port without Caller ID Capability		UEPRX	UEPRT	8.17	31.27	9.38													
	2-Wire voice Florida extended dialing port for use with Caller ID		UEPRX	UEPA1	8.17	31.27	9.38													
	2-Wire voice Florida extended dialing port without Caller ID capability		UEPRX	UEPA8	8.17	31.27	9.38													

AT&T-9STATE LOCAL WHOLESALE COMPLETE SERVICES - Florida										PRICING SCHEDULE		Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st		Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
					Rec	Nonrecurring								Nonrecurring Disconnect	
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire voice Florida Area Calling Port without Caller ID Capability		UEPRX	UEPA9	8.17	31.27	9.38								
	<b>FEATURES</b>														
	All Features Offered		UEPRX	UEPVF	2.26	0.00	0.00								
	<b>NONRECURRING CHARGES - CONVERSION</b>														
	Local Wholesale Complete - Switch-As-Is		UEPRX	USAC2		10.00	10.00								
	Local Wholesale Complete - Switch with Change		UEPRX	USACC		10.00	10.00								
	Local Wholesale Complete - Installation Charge at QuickService location - Not Conversion of Existing Service		UEPRX	URECC		10.00									
	<b>ADDITIONAL NRCs</b>														
	Local Wholesale Complete - Subsequent		UEPRX	USAS2		0.00	0.00								
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPRX	URETL		8.33	0.83								
	<b>OFF/ON PREMISES EXTENSION CHANNELS</b>														
	2 Wire Analog Voice Grade Extension Loop – Non-Design	1	UEPRX	UEAEN	10.69	49.57	22.83								
	2 Wire Analog Voice Grade Extension Loop – Non-Design	2	UEPRX	UEAEN	15.20	49.57	22.83								
	2 Wire Analog Voice Grade Extension Loop – Non-Design	3	UEPRX	UEAEN	26.97	49.57	22.83								
	2 Wire Analog Voice Grade Extension Loop – Design	1	UEPRX	UEAED	12.24	135.75	82.47								
	2 Wire Analog Voice Grade Extension Loop – Design	2	UEPRX	UEAED	17.40	135.75	82.47								
	2 Wire Analog Voice Grade Extension Loop – Design	3	UEPRX	UEAED	30.87	135.75	82.47								
	<b>INTEROFFICE TRANSPORT</b>														
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination		UEPRX	U1TV2	25.32	47.35	31.78								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile		UEPRX	U1TVM	0.0091	0.00	0.00								
	<b>INSIDE WIRE MAINTENANCE</b>														
	Inside Wire Maintenance Plan		UEPRX	SEQ1X	4.50										
	<b>LOCAL WHOLESALE COMPLETE (BUS)</b>														
	<b>Loop Rates</b>														
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPBX	UEPLX	9.77										
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPBX	UEPLX	13.88										
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPBX	UEPLX	24.63										
	<b>2-Wire Voice Grade Line Port (Bus)</b>														
	2-Wire voice port without Caller ID - bus		UEPBX	UEPBL	11.17	46.59	9.98								
	2-Wire voice port with Caller + E484 ID - bus		UEPBX	UEPBC	11.17	46.59	9.98								
	2-Wire voice port outgoing only - bus		UEPBX	UEPBO	11.17	46.59	9.98								
	2-Wire voice incoming only port with Caller ID - Bus		UEPBX	UEPB1	11.17	46.59	9.98								
	2-Wire voice Incoming Only Port without Caller ID Capability		UEPBX	UEPBE	11.17	46.59	9.98								
	<b>FEATURES</b>														
	All Features Offered		UEPBX	UEPVF	2.26	0.00	0.00								
	<b>NONRECURRING CHARGES - CONVERSION</b>														
	Local Wholesale Complete - Switch-As-Is		UEPBX	USAC2		10.00	10.00								
	Local Wholesale Complete - Switch with Change		UEPBX	USACC		10.00	10.00								
	<b>ADDITIONAL NRCs</b>														
	Local Wholesale Complete - Subsequent		UEPBX	USAS2		0.00	0.00								
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPBX	URETL		8.33	0.83								
	<b>OFF/ON PREMISES EXTENSION CHANNELS</b>														
	2 Wire Analog Voice Grade Extension Loop – Non-Design	1	UEPBX	UEAEN	10.69	49.57	22.83								
	2 Wire Analog Voice Grade Extension Loop – Non-Design	2	UEPBX	UEAEN	15.20	49.57	22.83								
	2 Wire Analog Voice Grade Extension Loop – Non-Design	3	UEPBX	UEAEN	26.97	49.57	22.83								
	2 Wire Analog Voice Grade Extension Loop – Design	1	UEPBX	UEAED	12.24	135.75	82.47								
	2 Wire Analog Voice Grade Extension Loop – Design	2	UEPBX	UEAED	17.40	135.75	82.47								
	2 Wire Analog Voice Grade Extension Loop – Design	3	UEPBX	UEAED	30.87	135.75	82.47								
	<b>INTEROFFICE TRANSPORT</b>														
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination		UEPBX	U1TV2	25.32	47.35	31.78								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile		UEPBX	U1TVM	0.0091	0.00	0.00								
	<b>INSIDE WIRE MAINTENANCE</b>														
	Inside Wire Maintenance Plan		UEPBX	SEQ1X	4.50										
	<b>LOCAL WHOLESALE COMPLETE (RES - PBX)</b>														

AT&T-9STATE LOCAL WHOLESALE COMPLETE SERVICES - Florida												PRICING SCHEDULE			
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
														Rec	Nonrecurring
										SOME C	SOMAN	SOMAN	SOMAN		
	<b>Loop Rates</b>														
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPRG	UEPLX	9.77										
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPRG	UEPLX	13.88										
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPRG	UEPLX	24.63										
	<b>2-Wire Voice Grade Line Port Rates (RES - PBX)</b>														
	2-Wire voice 2-Way PBX Trunk Port - Res		UEPRG	UEPRD	8.17	46.59	9.98								
	<b>FEATURES</b>														
	All Features Offered		UEPRG	UEPVF	2.26	0.00	0.00								
	<b>NONRECURRING CHARGES - CONVERSION</b>														
	Local Wholesale Complete - Switch-As-Is		UEPRG	USAC2		10.00	10.00								
	Local Wholesale Complete - Switch with Change		UEPRG	USACC		10.00	10.00								
	<b>ADDITIONAL NRCs</b>														
	Local Wholesale Complete - Subsequent		UEPRG	USAS2		0.00	0.00								
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group					7.09	7.09								
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPRG	URETL		8.33	0.83								
	<b>OFF/ON PREMISES EXTENSION CHANNELS</b>														
	Local Channel Voice grade, per termination	1	UEPRG	P2JHX	12.24	135.75	82.47								
	Local Channel Voice grade, per termination	2	UEPRG	P2JHX	17.40	135.75	82.47								
	Local Channel Voice grade, per termination	3	UEPRG	P2JHX	30.87	135.75	82.47								
	Non-Wire Direct Serve Channel Voice Grade	1	UEPRG	SDD2X	12.92	120.38	43.56								
	Non-Wire Direct Serve Channel Voice Grade	2	UEPRG	SDD2X	18.36	120.38	43.56								
	Non-Wire Direct Serve Channel Voice Grade	3	UEPRG	SDD2X	32.58	120.38	43.56								
	<b>INTEROFFICE TRANSPORT</b>														
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination		UEPRG	U1TV2	25.32	47.35	31.78								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile		UEPRG	U1TVM	0.0091	0.00	0.00								
	<b>LOCAL WHOLESALE COMPLETE (BUS - PBX)</b>														
	<b>Loop Rates</b>														
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPPX	UEPLX	9.77										
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPPX	UEPLX	13.88										
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPPX	UEPLX	24.63										
	<b>2-Wire Voice Grade Line Port Rates (BUS - PBX)</b>														
	Line Side Combination 2-Way PBX Trunk Port - Bus		UEPPX	UEPPC	11.17	46.59	9.98								
	Line Side Outward PBX Trunk Port - Bus		UEPPX	UEPPO	11.17	46.59	9.98								
	Line Side Incoming PBX Trunk Port - Bus		UEPPX	UEPP1	11.17	46.59	9.98								
	2-Wire Voice PBX LD Terminal Ports		UEPPX	UEPLD	11.17	46.59	9.98								
	2-Wire Voice 2-Way Combination PBX Usage Port		UEPPX	UEPXA	11.17	46.59	9.98								
	2-Wire Voice PBX Toll Terminal Hotel Ports		UEPPX	UEPXB	11.17	46.59	9.98								
	2-Wire Voice PBX LD DDD Terminals Port		UEPPX	UEPXC	11.17	46.59	9.98								
	2-Wire Voice PBX LD Terminal Switchboard Port		UEPPX	UEPXD	11.17	46.59	9.98								
	2-Wire Voice PBX LD Terminal Switchboard IDD Capable Port		UEPPX	UEPXE	11.17	46.59	9.98								
	<b>FEATURES</b>														
	All Features Offered		UEPPX	UEPVF	2.26	0.00	0.00								
	<b>NONRECURRING CHARGES - CONVERSION</b>														
	Local Wholesale Complete - Switch-As-Is		UEPPX	USAC2		10.00	10.00								
	Local Wholesale Complete - Switch with Change		UEPPX	USACC		10.00	10.00								
	<b>ADDITIONAL NRCs</b>														
	Local Wholesale Complete - Subsequent		UEPPX	USAS2		0.00	0.00								
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group					7.09	7.09								
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPPX	URETL		8.33	0.83								
	<b>OFF/ON PREMISES EXTENSION CHANNELS</b>														
	Local Channel Voice grade, per termination	1	UEPPX	P2JHX	12.24	135.75	82.47								
	Local Channel Voice grade, per termination	2	UEPPX	P2JHX	17.40	135.75	82.47								
	Local Channel Voice grade, per termination	3	UEPPX	P2JHX	30.87	135.75	82.47								
	Non-Wire Direct Serve Channel Voice Grade	1	UEPPX	SDD2X	12.92	120.38	43.56								
	Non-Wire Direct Serve Channel Voice Grade	2	UEPPX	SDD2X	18.36	120.38	43.56								
	Non-Wire Direct Serve Channel Voice Grade	3	UEPPX	SDD2X	32.58	120.38	43.56								



AT&T-9STATE LOCAL WHOLESALE COMPLETE SERVICES - Florida															
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	PRICING SCHEDULE				
											Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
					Rec	Nonrecurring		Nonrecurring Disconnect		Ordering Interface Rates (\$)					
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
<b>INTEROFFICE TRANSPORT</b>															
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination		UEPPX	U1TV2	25.32	47.35	31.78								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile		UEPPX	U1TVM	0.0091	0.00	0.00								
<b>LOCAL WHOLESALE COMPLETE (COIN)</b>															
<b>Loop Rates</b>															
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPCO	UEPLX	9.77										
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPCO	UEPLX	13.88										
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPCO	UEPLX	24.63										
<b>2-Wire Voice Grade Line Port Rates (Coin)</b>															
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (FL)		UEPCO	UEP2F	11.17	46.59	9.98								
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (FL)		UEPCO	UEPFA	11.17	46.59	9.98								
	2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (FL)		UEPCO	UEPCG	11.17	46.59	9.98								
	2-Wire Coin Outward with Operator Screening and 011 Blocking (AL, FL)		UEPCO	UEPRK	11.17	46.59	9.98								
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+ (FL)		UEPCO	UEPOF	11.17	46.59	9.98								
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (FL, GA)		UEPCO	UEPCQ	11.17	46.59	9.98								
	Coin Usage (Obsolete Rate Element)		UEPCO	URECU	0.00										
<b>NONRECURRING CHARGES - CONVERSION</b>															
	Local Wholesale Complete - Switch-As-Is		UEPCO	USAC2		10.00	10.00								
	Local Wholesale Complete - Switch with Change		UEPCO	USACC		10.00	10.00								
<b>ADDITIONAL NRCs</b>															
	Local Wholesale Complete - Subsequent		UEPCO	USAS2		0.00	0.00								
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPCO	URETL		8.33	0.83								

AT&T-9STATE LOCAL WHOLESALE COMPLETE SERVICES - Georgia										PRICING SCHEDULE				
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
					Rec	Nonrecurring		Nonrecurring Disconnect						
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
<b>ORDERING INTERFACES</b>														
	Electronic Service order Charge, Per Local Service Request (LSR)					3.50	0.00	3.50	0.00					
	Manual Service Order Charge, Per Local Service Request (LSR)					11.73	0.00	6.13	0.00					
<b>LINE INFORMATION DATA BASE ACCESS (LIDB)</b>														
	LIDB Common Transport Per Query					0.0003								
	LIDB Validation Per Query		OQV	BHML1		0.035378								
	LIDB Originating Point Code Establishment or Change		OQV	NRBPX		91.00	33.24	39.35	39.35					
<b>BRANDING - DIRECTORY ASSISTANCE</b>														
<b>Wholesale CLEC</b>														
	Recording of DA Custom Branded Announcement					3,000.00	3,000.00							
	Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00							
<b>Unbranding via OLNS for Wholesale CLEC</b>														
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00							
	Loading of DA per Switch per OCN					16.00	16.00							
<b>DIRECTORY ASSISTANCE SERVICES</b>														
<b>DIRECTORY ASSISTANCE ACCESS SERVICE</b>														
	Directory Assistance Access Service Calls, Charge Per Call					0.275								
<b>DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)</b>														
	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					0.10								
<b>BRANDING - OPERATOR CALL PROCESSING</b>														
<b>Wholesale CLEC</b>														
	Recording of Custom Branded OA Announcement					7,000.00	7,000.00							
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00							
<b>Unbranding via OLNS for Wholesale CLEC</b>														
	Loading of OA per OCN (Regional)					1,200.00	1,200.00							
<b>INWARD OPERATOR SERVICES</b>														
	Inward Operator Svcs - Verification, Per Minute					1.15								
	Inward Operator Services - Verification and Emergency Interrupt - Per Minute					1.15								
<b>OPERATOR CALL PROCESSING</b>														
	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					1.20								
	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					1.24								
	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					0.20								
	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.20								
	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.20								
<b>CALLING NAME (CNAM) SERVICE</b>														
	CNAM Service, per line		UEPBX	N1ACR		2.11								
	CNAM Service, per line		UEPPX	N1ACR		2.11								
	CNAM Service, per line		UEPRX	NXMCR		2.11								
	CNAM Service, per line		UEPBX	NXMCR		2.11								
	CNAM Service, per line		UEPRG	NXMCR		2.11								
	CNAM Service, per line		UEPPX	NXMCR		2.11								
	CNAM Service, per line		UEPRX	NXMMN		2.11								
	CNAM Service, per line		UEPBX	NXMMN		2.11								
	CNAM Service, per line		UEPRG	NXMMN		2.11								
	CNAM Service, per line		UEPPX	NXMMN		2.11								
	CNAM Service, per line		UEPBX	NXECR		2.11								
	CNAM Service, per line		UEPPX	NXECR		2.11								
	CNAM Service, per line		UEPBX	NCACR		2.11								
	CNAM Service, per line		UEPPX	NCACR		2.11								

AT&T-9STATE LOCAL WHOLESALE COMPLETE SERVICES - Georgia										PRICING SCHEDULE									
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	Ordering Interface Rates (\$)							
												Rec	Nonrecurring		Nonrecurring Disconnect		SOME C	SOMAN	SOMAN
<b>DAILY USAGE FILES TABLE A (Provided Local Service Ratio is met)</b>																			
	<b>ACCESS DAILY USAGE FILE (ADUF)</b>																		
	ADUF: Message Processing, per message				0.001713														
	ADUF: Data Transmission (CONNECT:DIRECT), per message				0.00013027														
	<b>OPTIONAL DAILY USAGE FILE (ODUF)</b>																		
	ODUF: Recording, per message				0.0000068														
	ODUF: Message Processing, per message				0.002167														
	ODUF: Message Processing, per Magnetic Tape provisioned				36.06														
	ODUF: Data Transmission (CONNECT:DIRECT), per message				0.00010856														
<b>DAILY USAGE FILES TABLE B</b>																			
	<b>ACCESS DAILY USAGE FILE (ADUF)</b>																		
	ADUF: Message Processing, per message				0.007037														
	ADUF: Data Transmission (CONNECT:DIRECT), per message				0.00013027														
	<b>OPTIONAL DAILY USAGE FILE (ODUF)</b>																		
	ODUF: Recording, per message				0.0000110														
	ODUF: Message Processing, per message				0.004101														
	ODUF: Message Processing, per Magnetic Tape provisioned				42.67														
	ODUF: Data Transmission (CONNECT:DIRECT), per message				0.00010856														
<b>ALTERNATELY BILLED TRAFFIC</b>																			
	ABT, Billing and Collection Fee, per message				0.05														
<b>INDUSTRIAL VOICEMAIL</b>																			
	Industrial Voicemail mailbox - Residence, per month		UEPRX	WVMRB	3.25														
	Industrial Voicemail mailbox - Residence with sub-mailbox, per month		UEPRX	WVMR1	3.25														
	Industrial Voicemail mailbox - Business, per month		UEPBX	WVMBB	6.00														
	Industrial Voicemail mailbox - Business with sub-mailbox, per month		UEPBX	WVMB1	6.00														
<b>AT&amp;T-9STATE LOCAL WHOLESALE COMPLETE SWITCH PORT USAGE</b>																			
> AT&T-9STATE currently bills End Office Switching, Tandem Switching and Common Transport network elements during the origination or termination of an LWC call and depending on their use and the type of call. AT&T-9STATE plans to move to a single LWC Usage, listed as Local Wholesale Complete Usage, per MOU in this rate exhibit. Moving to this single rate requires AT&T Billing System modifications. When those modifications are complete, then AT&T shall notify CARRIER, and the single LWC Usage rate shall apply going forward.																			
	<b>End Office Switching (Port Usage)</b>																		
	End Office Switching Function, Per MOU				.0016333														
	End Office Trunk Port - Shared, Per MOU				.0001564														
	<b>Tandem Switching (Port Usage) (Local or Access Tandem)</b>																		
	Tandem Switching Function Per MOU				.0006757														
	Tandem Trunk Port - Shared, Per MOU				.0002126														
	<b>Melded Factor: 18.42% of the Tandem Rate</b>																		
	Tandem Switching Function Per MOU (Melded)				0.000124464														
	Tandem Trunk Port - Shared, Per MOU (Melded)				0.00003916														
	<b>Common Transport</b>																		
	Common Transport - Per Mile, Per MOU				.000008														
	Common Transport - Facilities Termination Per MOU				.0004152														
	<b>Local Wholesale Complete Usage</b>																		
	Local Wholesale Complete, per MOU				0.002														
<b>AT&amp;T-9STATE LOCAL WHOLESALE COMPLETE SERVICES</b>																			
> For New Installations the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Conversions, the Nonrecurring charges are listed in the NRC - Conversion section. Additional NRCs may apply also and are categorized accordingly.																			
> AT&T-9STATE Local Wholesale Complete Coin previously had a flat-rate Usage rate element. This rate no longer applies and therefore it has a rate of \$0.00. AT&T-9STATE Local Wholesale Complete Coin Usage will be billed based on the Usage Rates listed above in the AT&T-9STATE Local Wholesale Complete Switch Port Usage section of this rate exhibit.																			
<b>LOCAL WHOLESALE COMPLETE (RES)</b>																			
	<b>Loop Rates</b>																		
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPRX	UEPLX	10.80														
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPRX	UEPLX	12.47														
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPRX	UEPLX	19.83														
	<b>2-Wire Voice Grade Line Port (Res)</b>																		

AT&T-9STATE LOCAL WHOLESALE COMPLETE SERVICES - Georgia										PRICING SCHEDULE			
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN
	2-Wire voice port - residence		UEPRX	UEPRL	8.79	33.87	13.35						
	2-Wire voice port with Caller ID - res		UEPRX	UEPRC	8.79	33.87	13.35						
	2-Wire voice port outgoing only - res		UEPRX	UEPRO	8.79	33.87	13.35						
	2-Wire voice res, low usage line port with Caller ID		UEPRX	UEPAP	8.79	33.87	13.35						
	2-Wire voice Georgia basic dialing port without Caller ID capability res		UEPRX	UEPWC	8.79	33.87	13.35						
	2-Wire voice Georgia basic dialing port for use with Caller ID - res		UEPRX	UEPWQ	8.79	33.87	13.35						
	2-Wire voice Georgia basic dialing port - outgoing only		UEPRX	UEPWR	8.79	33.87	13.35						
	2-Wire voice Georgia port without Caller ID capability - res		UEPRX	UEPRV	8.79	33.87	13.35						
	2-Wire voice Georgia port with Caller ID capability - res		UEPRX	UEPRU	8.79	33.87	13.35						
	2-Wire voice Low Usage Line Port without Caller ID Capability		UEPRX	UEPRT	8.79	33.87	13.35						
<b>FEATURES</b>													
	All Features Offered		UEPRX	UEPVF	0.00	0.00	0.00						
<b>NONRECURRING CHARGES - CONVERSION</b>													
	Local Wholesale Complete - Switch-As-Is		UEPRX	USAC2		10.00	10.00						
	Local Wholesale Complete - Switch with Change		UEPRX	USACC		10.00	10.00						
	Local Wholesale Complete - Installation Charge at QuickService location - Not Conversion of Existing Service		UEPRX	URECC		10.00							
<b>ADDITIONAL NRCs</b>													
	Local Wholesale Complete - Subsequent		UEPRX	USAS2	0.00	0.00	0.00						
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPRX	URETL		8.33	0.83						
<b>OFF/ON PREMISES EXTENSION CHANNELS</b>													
	2 Wire Analog Voice Grade Extension Loop - Non-Design	1	UEPRX	UEAEN	10.51	40.02	9.99						
	2 Wire Analog Voice Grade Extension Loop - Non-Design	2	UEPRX	UEAEN	15.85	40.02	9.99						
	2 Wire Analog Voice Grade Extension Loop - Non-Design	3	UEPRX	UEAEN	31.97	40.02	9.99						
	2 Wire Analog Voice Grade Extension Loop - Design	1	UEPRX	UEAED	11.57	79.85	24.65						
	2 Wire Analog Voice Grade Extension Loop - Design	2	UEPRX	UEAED	16.95	79.85	24.65						
	2 Wire Analog Voice Grade Extension Loop - Design	3	UEPRX	UEAED	33.08	79.85	24.65						
<b>INTEROFFICE TRANSPORT</b>													
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination		UEPRX	U1TV2	12.87	48.46	19.48						
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile		UEPRX	U1TVM	0.0057	0.00	0.00						
<b>INSIDE WIRE MAINTENANCE</b>													
	Inside Wire Maintenance Plan		UEPRX	SEQ1X	4.50								
<b>LOCAL WHOLESALE COMPLETE (BUS)</b>													
<b>Loop Rates</b>													
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPBX	UEPLX	10.80								
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPBX	UEPLX	12.47								
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPBX	UEPLX	19.83								
<b>2-Wire Voice Grade Line Port (Bus)</b>													
	2-Wire voice port without Caller ID - bus		UEPBX	UEPBL	11.79	48.17	24.81						
	2-Wire voice port with Caller + E484 ID - bus		UEPBX	UEPBC	11.79	48.17	24.81						
	2-Wire voice port outgoing only - bus		UEPBX	UEPBO	11.79	48.17	24.81						
	2-Wire voice incoming only port with Caller ID - Bus		UEPBX	UEPB1	11.79	48.17	24.81						
	2-Wire voice Georgia basic dialing port, without Caller ID capability - bus		UEPBX	UEPWD	11.79	48.17	24.81						
	2-Wire voice Incoming Only Port without Caller ID Capability		UEPBX	UEPBE	11.79	48.17	24.81						
	2-Wire voice Georgia basic dialing port for use with Caller ID - bus		UEPBX	UEPWP	11.79	48.17	24.81						
<b>FEATURES</b>													
	All Features Offered		UEPBX	UEPVF	0.00	0.00	0.00						
<b>NONRECURRING CHARGES - CONVERSION</b>													
	Local Wholesale Complete - Switch-As-Is		UEPBX	USAC2		10.00	10.00						
	Local Wholesale Complete - Switch with Change		UEPBX	USACC		10.00	10.00						
<b>ADDITIONAL NRCs</b>													
	Local Wholesale Complete - Subsequent		UEPBX	USAS2		0.00	0.00						
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPBX	URETL		8.33	0.83						
<b>OFF/ON PREMISES EXTENSION CHANNELS</b>													

AT&T-9STATE LOCAL WHOLESALE COMPLETE SERVICES - Georgia										PRICING SCHEDULE					
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
														Rec	Nonrecurring
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire Analog Voice Grade Extension Loop - Non-Design	1	UEPBX	UEAEN	10.51	40.02	9.99								
	2 Wire Analog Voice Grade Extension Loop - Non-Design	2	UEPBX	UEAEN	15.85	40.02	9.99								
	2 Wire Analog Voice Grade Extension Loop - Non-Design	3	UEPBX	UEAEN	31.97	40.02	9.99								
	2 Wire Analog Voice Grade Extension Loop - Design	1	UEPBX	UEAED	11.57	79.85	24.65								
	2 Wire Analog Voice Grade Extension Loop - Design	2	UEPBX	UEAED	16.95	79.85	24.65								
	2 Wire Analog Voice Grade Extension Loop - Design	3	UEPBX	UEAED	33.08	79.85	24.65								
<b>INTEROFFICE TRANSPORT</b>															
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination		UEPBX	U1TV2	12.87	48.46	19.48								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile		UEPBX	U1TVM	0.0057	0.00	0.00								
<b>INSIDE WIRE MAINTENANCE</b>															
	Inside Wire Maintenance Plan		UEPBX	SEQ1X	4.50										
<b>LOCAL WHOLESALE COMPLETE (RES - PBX)</b>															
<b>Loop Rates</b>															
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPRG	UEPLX	10.80										
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPRG	UEPLX	12.47										
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPRG	UEPLX	19.83										
<b>2-Wire Voice Grade Line Port Rates (RES - PBX)</b>															
	2-Wire voice Georgia basic dialing port - 2-way PBX trunk		UEPRG	UEPPQ	8.79	48.17	24.81								
<b>FEATURES</b>															
	All Features Offered		UEPRG	UEPVF	0.00	0.00	0.00								
<b>NONRECURRING CHARGES - CONVERSION</b>															
	Local Wholesale Complete - Switch-As-Is		UEPRG	USAC2		10.00	10.00								
	Local Wholesale Complete - Switch with Change		UEPRG	USACC		10.00	10.00								
<b>ADDITIONAL NRCs</b>															
	Local Wholesale Complete - Subsequent		UEPRG	USAS2		0.00	0.00								
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group					14.64	14.64								
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPRG	URETL		8.33	0.83								
<b>OFF/ON PREMISES EXTENSION CHANNELS</b>															
	Local Channel Voice grade, per termination	1	UEPRG	P2JHX	11.57	79.85	24.65								
	Local Channel Voice grade, per termination	2	UEPRG	P2JHX	16.95	79.85	24.65								
	Local Channel Voice grade, per termination	3	UEPRG	P2JHX	33.08	79.85	24.65								
	Non-Wire Direct Serve Channel Voice Grade	1	UEPRG	SDD2X	12.74	56.92	7.70								
	Non-Wire Direct Serve Channel Voice Grade	2	UEPRG	SDD2X	19.76	56.92	7.70								
	Non-Wire Direct Serve Channel Voice Grade	3	UEPRG	SDD2X	37.18	56.92	7.70								
<b>INTEROFFICE TRANSPORT</b>															
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination		UEPRG	U1TV2	12.87	48.46	19.48								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile		UEPRG	U1TVM	0.0057	0.00	0.00								
<b>LOCAL WHOLESALE COMPLETE (BUS - PBX)</b>															
<b>Loop Rates</b>															
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPPX	UEPLX	10.80										
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPPX	UEPLX	12.47										
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPPX	UEPLX	19.83										
<b>2-Wire Voice Grade Line Port Rates (BUS - PBX)</b>															
	Line Side Combination 2-Way PBX Trunk Port - Bus		UEPPX	UEPPC	11.79	48.17	24.81								
	Line Side Outward PBX Trunk Port - Bus		UEPPX	UEPPO	11.79	48.17	24.81								
	Line Side Incoming PBX Trunk Port - Bus		UEPPX	UEPP1	11.79	48.17	24.81								
	2-Wire Voice PBX LD Terminal Ports		UEPPX	UEPLD	11.79	48.17	24.81								
	2-Wire Voice 2-Way Combination PBX Usage Port		UEPPX	UEPXA	11.79	48.17	24.81								
	2-Wire Voice PBX Toll Terminal Hotel Ports		UEPPX	UEPXB	11.79	48.17	24.81								
	2-Wire Voice PBX LD DDD Terminals Port		UEPPX	UEPXC	11.79	48.17	24.81								
	2-Wire Voice PBX LD Terminal Switchboard Port		UEPPX	UEPXD	11.79	48.17	24.81								
	2-Wire Voice PBX LD Terminal Switchboard IDD Capable Port		UEPPX	UEPXE	11.79	48.17	24.81								
	2-Wire voice Georgia basic dialing port - 2-Way Trunk		UEPPX	UEPWT	11.79	48.17	24.81								
<b>FEATURES</b>															

AT&T-9STATE LOCAL WHOLESALE COMPLETE SERVICES - Georgia																
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)					PRICING SCHEDULE						
					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	Ordering Interface Rates (\$)					
											Rec	Nonrecurring		Nonrecurring Disconnect		SOME C
						First	Add'l	First	Add'l							
	All Features Offered		UEPPX	UEPVF	0.00	0.00	0.00									
	<b>NONRECURRING CHARGES - CONVERSION</b>															
	Local Wholesale Complete - Switch-As-Is		UEPPX	USAC2		10.00	10.00									
	Local Wholesale Complete - Switch with Change		UEPPX	USACC		10.00	10.00									
	<b>ADDITIONAL NRCs</b>															
	Local Wholesale Complete - Subsequent		UEPPX	USAS2		0.00	0.00									
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group					14.64	14.64									
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPPX	URETL		8.33	0.83									
	<b>OFF/ON PREMISES EXTENSION CHANNELS</b>															
	Local Channel Voice grade, per termination	1	UEPPX	P2JHX	11.57	79.85	24.65									
	Local Channel Voice grade, per termination	2	UEPPX	P2JHX	16.95	79.85	24.65									
	Local Channel Voice grade, per termination	3	UEPPX	P2JHX	33.08	79.85	24.65									
	Non-Wire Direct Serve Channel Voice Grade	1	UEPPX	SDD2X	12.74	56.92	7.70									
	Non-Wire Direct Serve Channel Voice Grade	2	UEPPX	SDD2X	19.76	56.92	7.70									
	Non-Wire Direct Serve Channel Voice Grade	3	UEPPX	SDD2X	37.18	56.92	7.70									
	<b>INTEROFFICE TRANSPORT</b>															
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination		UEPPX	U1TV2	12.87	48.46	19.48									
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile		UEPPX	U1TVM	0.0057	0.00	0.00									
	<b>LOCAL WHOLESALE COMPLETE (COIN)</b>															
	<b>Loop Rates</b>															
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPCO	UEPLX	10.80											
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPCO	UEPLX	12.47											
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPCO	UEPLX	19.83											
	<b>2-Wire Voice Grade Line Port Rates (Coin)</b>															
	2-Wire Coin 2-Way with Operator Screening (GA)		UEPCO	UEPGC	11.89	48.17	24.81									
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (GA)		UEPCO	UEP2G	11.89	48.17	24.81									
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (GA)		UEPCO	UEPGA	11.89	48.17	24.81									
	2-Wire Coin 2-Way with Operator Screening and 900/976 Blocking (GA)		UEPCO	UEPGB	11.89	48.17	24.81									
	2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (GA)		UEPCO	UEPCH	11.89	48.17	24.81									
	2-Wire Coin Outward with Operator Screening and 011Blocking (GA, KY, MS)		UEPCO	UEPRJ	11.89	48.17	24.81									
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (FL, GA)		UEPCO	UEPCQ	11.89	48.17	24.81									
	Coin Usage (Obsolete Rate Element)		UEPCO	URECU	0.00	0.00	0.00									
	<b>NONRECURRING CHARGES - CONVERSION</b>															
	Local Wholesale Complete - Switch-As-Is		UEPCO	USAC2		10.00	10.00									
	Local Wholesale Complete - Switch with Change		UEPCO	USACC		10.00	10.00									
	<b>ADDITIONAL NRCs</b>															
	Local Wholesale Complete - Subsequent		UEPCO	USAS2		0.00	0.00									
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPCO	URETL		8.33	0.83									

AT&T-9STATE LOCAL WHOLESALE COMPLETE SERVICES - Kentucky										PRICING SCHEDULE				
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
					Rec	Nonrecurring		Nonrecurring Disconnect						
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
<b>ORDERING INTERFACES</b>														
	Electronic Service order Charge, Per Local Service Request (LSR)					3.50	0.00	3.50	0.00					
	Manual Service Order Charge, Per Local Service Request (LSR)					7.86	0.00	0.99	0.00					
<b>LINE INFORMATION DATA BASE ACCESS (LIDB)</b>														
	LIDB Common Transport Per Query					0.0003								
	LIDB Validation Per Query		OQV	BHML1		0.035378								
	LIDB Originating Point Code Establishment or Change		OQV	NRBPX		91.00		67.59						
<b>BRANDING - DIRECTORY ASSISTANCE</b>														
<b>Wholesale CLEC</b>														
	Recording of DA Custom Branded Announcement					3,000.00	3,000.00							
	Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00							
<b>Unbranding via OLNS for Wholesale CLEC</b>														
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00							
	Loading of DA per Switch per OCN					16.00	16.00							
<b>DIRECTORY ASSISTANCE SERVICES</b>														
<b>DIRECTORY ASSISTANCE ACCESS SERVICE</b>														
	Directory Assistance Access Service Calls, Charge Per Call					0.275								
<b>DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)</b>														
	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					0.10								
<b>BRANDING - OPERATOR CALL PROCESSING</b>														
<b>Wholesale CLEC</b>														
	Recording of Custom Branded OA Announcement					7,000.00	7,000.00							
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00							
<b>Unbranding via OLNS for Wholesale CLEC</b>														
	Loading of OA per OCN (Regional)					1,200.00	1,200.00							
<b>INWARD OPERATOR SERVICES</b>														
	Inward Operator Services - Verification, Per Call					1.00								
	Inward Operator Services - Verification and Emergency Interrupt - Per Call					1.95								
<b>OPERATOR CALL PROCESSING</b>														
	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					1.20								
	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					1.24								
	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					0.20								
	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.20								
	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.20								
<b>CALLING NAME (CNAM) SERVICE</b>														
	CNAM Service, per line		UEPBX	N1ACR		2.11								
	CNAM Service, per line		UEPPX	N1ACR		2.11								
	CNAM Service, per line		UEPRX	NXMCR		2.11								
	CNAM Service, per line		UEPBX	NXMCR		2.11								
	CNAM Service, per line		UEPRG	NXMCR		2.11								
	CNAM Service, per line		UEPPX	NXMCR		2.11								
	CNAM Service, per line		UEPRX	NXMMN		2.11								
	CNAM Service, per line		UEPBX	NXMMN		2.11								
	CNAM Service, per line		UEPRG	NXMMN		2.11								
	CNAM Service, per line		UEPPX	NXMMN		2.11								
	CNAM Service, per line		UEPBX	NXECR		2.11								
	CNAM Service, per line		UEPPX	NXECR		2.11								
	CNAM Service, per line		UEPBX	NCACR		2.11								
	CNAM Service, per line		UEPPX	NCACR		2.11								
<b>DAILY USAGE FILES</b>														

AT&T-9STATE LOCAL WHOLESALE COMPLETE SERVICES - Kentucky											PRICING SCHEDULE								
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	Ordering Interface Rates (\$)							
												Rec	Nonrecurring		Nonrecurring Disconnect		SOMEC	SOMAN	SOMAN
	<b>ACCESS DAILY USAGE FILE (ADUF)</b>																		
	ADUF: Message Processing, per message				0.001857														
	ADUF: Data Transmission (CONNECT:DIRECT), per message				0.00012447														
	<b>OPTIONAL DAILY USAGE FILE (ODUF)</b>																		
	ODUF: Recording, per message				0.0000136														
	ODUF: Message Processing, per message				0.002506														
	ODUF: Message Processing, per Magnetic Tape provisioned				35.90														
	ODUF: Data Transmission (CONNECT:DIRECT), per message				0.00010372														
	<b>ALTERNATELY BILLED TRAFFIC</b>																		
	ABT, Billing and Collection Fee, per message				0.05														
	<b>INDUSTRIAL VOICEMAIL</b>																		
	Industrial Voicemail mailbox - Residence, per month		UEPRX	WVMRB	3.25														
	Industrial Voicemail mailbox - Residence with sub-mailbox, per month		UEPRX	WVMR1	3.25														
	Industrial Voicemail mailbox - Business, per month		UEPBX	WVMBB	6.00														
	Industrial Voicemail mailbox - Business with sub-mailbox, per month		UEPBX	WVMB1	6.00														
	<b>AT&amp;T-9STATE LOCAL WHOLESALE COMPLETE SWITCH PORT USAGE</b>																		
	> AT&T-9STATE currently bills End Office Switching, Tandem Switching and Common Transport network elements during the origination or termination of an LWC call and depending on their use and the type of call. AT&T-9STATE plans to move to a single LWC Usage, listed as Local Wholesale Complete Usage, per MOU in this rate exhibit. Moving to this single rate requires AT&T Billing System modifications. When those modifications are complete, then AT&T shall notify CARRIER, and the single LWC Usage rate shall apply going forward.																		
	<b>End Office Switching (Port Usage)</b>																		
	End Office Switching Function, Per MOU				0.0011971														
	End Office Trunk Port - Shared, Per MOU				0.0002112														
	<b>Tandem Switching (Port Usage) (Local or Access Tandem)</b>																		
	Tandem Switching Function Per MOU				0.000194														
	Tandem Trunk Port - Shared, Per MOU				0.0002416														
	<b>Melded Factor: 48.65% of the Tandem Rate</b>																		
	Tandem Switching Function Per MOU (Melded)				0.000094381														
	Tandem Trunk Port - Shared, Per MOU (Melded)				0.000117538														
	<b>Common Transport</b>																		
	Common Transport - Per Mile, Per MOU				0.000003														
	Common Transport - Facilities Termination Per MOU				0.0007466														
	<b>Local Wholesale Complete Usage</b>																		
	Local Wholesale Complete, per MOU				0.002														
	<b>AT&amp;T-9STATE LOCAL WHOLESALE COMPLETE SERVICES</b>																		
	> For New Installations the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Conversions, the Nonrecurring charges are listed in the NRC - Conversion section. Additional NRCs may apply also and are categorized accordingly.																		
	> AT&T-9STATE Local Wholesale Complete Coin previously had a flat-rate Usage rate element. This rate no longer applies and therefore it has a rate of \$0.00. AT&T-9STATE Local Wholesale Complete Coin Usage will be billed based on the Usage Rates listed above in the AT&T-9STATE Local Wholesale Complete Switch Port Usage section of this rate exhibit.																		
	<b>LOCAL WHOLESALE COMPLETE (RES)</b>																		
	<b>Loop Rates</b>																		
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPRX	UEPLX	9.64														
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPRX	UEPLX	14.37														
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPRX	UEPLX	30.59														
	<b>2-Wire Voice Grade Line Port (Res)</b>																		
	2-Wire voice port - residence		UEPRX	UEPRL	8.15	34.95	12.48												
	2-Wire voice port with Caller ID - res		UEPRX	UEPRC	8.15	34.95	12.48												
	2-Wire voice port outgoing only - res		UEPRX	UEPRO	8.15	34.95	12.48												
	2-Wire voice Kentucky extended local dialing parity port with Caller ID - res		UEPRX	UEPRM	8.15	34.95	12.48												
	2-Wire voice res, low usage line port with Caller ID		UEPRX	UEPAP	8.15	34.95	12.48												
	2-Wire Voice Kentucky Residence Dialing Plan without Caller ID		UEPRX	UEPWE	8.15	34.95	12.48												
	<b>FEATURES</b>																		
	All Features Offered		UEPRX	UEPVF	0.00	0.00	0.00												
	<b>NONRECURRING CHARGES - CONVERSION</b>																		
	Local Wholesale Complete - Switch-As-Is		UEPRX	USAC2		10.00	10.00												
	Local Wholesale Complete - Switch with Change		UEPRX	USACC		10.00	10.00												



AT&T-9STATE LOCAL WHOLESALE COMPLETE SERVICES - Kentucky										PRICING SCHEDULE		Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st		Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
					Rec	Nonrecurring								Nonrecurring Disconnect		Ordering Interface Rates (\$)
						First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	Local Wholesale Complete - Installation Charge at QuickService location - Not Conversion of Existing Service		UEPRX	URECC		10.00										
<b>ADDITIONAL NRCs</b>																
	Local Wholesale Complete - Subsequent		UEPRX	USAS2		0.00	0.00									
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPRX	URETL		8.33	0.83									
<b>OFF/ON PREMISES EXTENSION CHANNELS</b>																
	2 Wire Analog Voice Grade Extension Loop – Non-Design	1	UEPRX	UEAEN	10.56	46.66	22.57									
	2 Wire Analog Voice Grade Extension Loop – Non-Design	2	UEPRX	UEAEN	15.34	46.66	22.57									
	2 Wire Analog Voice Grade Extension Loop – Non-Design	3	UEPRX	UEAEN	31.11	46.66	22.57									
	2 Wire Analog Voice Grade Extension Loop – Design	1	UEPRX	UEAED	12.67	134.89	81.87									
	2 Wire Analog Voice Grade Extension Loop – Design	2	UEPRX	UEAED	17.45	134.89	81.87									
	2 Wire Analog Voice Grade Extension Loop – Design	3	UEPRX	UEAED	33.22	134.89	81.87									
<b>INTEROFFICE TRANSPORT</b>																
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination		UEPRX	U1TV2	23.95	98.09	53.67									
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile		UEPRX	U1TVM	0.0095	0.00	0.00									
<b>INSIDE WIRE MAINTENANCE</b>																
	Inside Wire Maintenance Plan		UEPRX	SEQ1X	4.50											
<b>LOCAL WHOLESALE COMPLETE (BUS)</b>																
<b>Loop Rates</b>																
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPBX	UEPLX	9.64											
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPBX	UEPLX	14.37											
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPBX	UEPLX	30.59											
<b>2-Wire Voice Grade Line Port (Bus)</b>																
	2-Wire voice port without Caller ID - bus		UEPBX	UEPBL	11.15	61.66	18.58									
	2-Wire voice port with Caller + E484 ID - bus		UEPBX	UEPBC	11.15	61.66	18.58									
	2-Wire voice port outgoing only - bus		UEPBX	UEPBO	11.15	61.66	18.58									
	2-Wire voice Kentucky extended local dialing parity port with Caller ID - bus		UEPBX	UEPBM	11.15	61.66	18.58									
	2-Wire voice incoming only port with Caller ID - Bus		UEPBX	UEPB1	11.15	61.66	18.58									
	2-Wire voice Kentucky Business Dialing Plan without Caller ID		UEPBX	UEPWF	11.15	61.66	18.58									
<b>FEATURES</b>																
	All Features Offered		UEPBX	UEPVF	0.00	0.00	0.00									
<b>NONRECURRING CHARGES - CONVERSION</b>																
	Local Wholesale Complete - Switch-As-Is		UEPBX	USAC2		10.00	10.00									
	Local Wholesale Complete - Switch with Change		UEPBX	USACC		10.00	10.00									
<b>ADDITIONAL NRCs</b>																
	Local Wholesale Complete - Subsequent		UEPBX	USAS2		0.00	0.00									
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPBX	URETL		8.33	0.83									
<b>OFF/ON PREMISES EXTENSION CHANNELS</b>																
	2 Wire Analog Voice Grade Extension Loop – Non-Design	1	UEPBX	UEAEN	10.56	46.66	22.57									
	2 Wire Analog Voice Grade Extension Loop – Non-Design	2	UEPBX	UEAEN	15.34	46.66	22.57									
	2 Wire Analog Voice Grade Extension Loop – Non-Design	3	UEPBX	UEAEN	31.11	46.66	22.57									
	2 Wire Analog Voice Grade Extension Loop – Design	1	UEPBX	UEAED	12.67	134.89	81.87									
	2 Wire Analog Voice Grade Extension Loop – Design	2	UEPBX	UEAED	17.45	134.89	81.87									
	2 Wire Analog Voice Grade Extension Loop – Design	3	UEPBX	UEAED	33.22	134.89	81.87									
<b>INTEROFFICE TRANSPORT</b>																
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination		UEPBX	U1TV2	23.95	98.09	53.67									
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile		UEPBX	U1TVM	0.0095	0.00	0.00									
<b>INSIDE WIRE MAINTENANCE</b>																
	Inside Wire Maintenance Plan		UEPBX	SEQ1X	4.50											
<b>DS0 WHOLESALE LOCAL VOICE PLATFORM (RES - PBX)</b>																
<b>Loop Rates</b>																
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPRG	UEPLX	9.64											
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPRG	UEPLX	14.37											
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPRG	UEPLX	30.59											
<b>2-Wire Voice Grade Line Port Rates (RES - PBX)</b>																

AT&T-9STATE LOCAL WHOLESALE COMPLETE SERVICES - Kentucky											PRICING SCHEDULE					
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
					Rec	Nonrecurring		Nonrecurring Disconnect								Ordering Interface Rates (\$)
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	2-Wire voice 2-Way PBX Trunk Port - Res		UEPRG	UEPRD	8.15	61.66	18.58									
<b>FEATURES</b>																
	All Features Offered		UEPRG	UEPVF	0.00	0.00	0.00									
<b>NONRECURRING CHARGES - CONVERSION</b>																
	Local Wholesale Complete - Switch-As-Is		UEPRG	USAC2		10.00	10.00									
	Local Wholesale Complete - Switch with Change		UEPRG	USACC		10.00	10.00									
<b>ADDITIONAL NRCs</b>																
	Local Wholesale Complete - Subsequent		UEPRG	USAS2		0.00	0.00									
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group					14.64	14.64									
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPRG	URETL		8.33	0.83									
<b>OFF/ON PREMISES EXTENSION CHANNELS</b>																
	Local Channel Voice grade, per termination	1	UEPRG	P2JHX	12.67	134.89	81.87									
	Local Channel Voice grade, per termination	2	UEPRG	P2JHX	17.45	134.89	81.87									
	Local Channel Voice grade, per termination	3	UEPRG	P2JHX	33.22	134.89	81.87									
	Non-Wire Direct Serve Channel Voice Grade	1	UEPRG	SDD2X	12.68	170.06	78.10									
	Non-Wire Direct Serve Channel Voice Grade	2	UEPRG	SDD2X	18.12	170.06	78.10									
	Non-Wire Direct Serve Channel Voice Grade	3	UEPRG	SDD2X	29.64	170.06	78.10									
<b>INTEROFFICE TRANSPORT</b>																
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination		UEPRG	U1TV2	23.95	98.09	53.67									
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile		UEPRG	U1TVM	0.0095	0.00	0.00									
<b>LOCAL WHOLESALE COMPLETE (BUS - PBX)</b>																
<b>Loop Rates</b>																
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPPX	UEPLX		9.64										
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPPX	UEPLX		14.37										
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPPX	UEPLX		30.59										
<b>2-Wire Voice Grade Line Port Rates (BUS - PBX)</b>																
	Line Side Combination 2-Way PBX Trunk Port - Bus		UEPPX	UEPPC	11.15	61.66	18.58									
	Line Side Outward PBX Trunk Port - Bus		UEPPX	UEPPO	11.15	61.66	18.58									
	Line Side Incoming PBX Trunk Port - Bus		UEPPX	UEPP1	11.15	61.66	18.58									
	2-Wire Voice PBX LD Terminal Ports		UEPPX	UEPLD	11.15	61.66	18.58									
	2-Wire Voice 2-Way Combination PBX Usage Port		UEPPX	UEPXA	11.15	61.66	18.58									
	2-Wire Voice PBX Toll Terminal Hotel Ports		UEPPX	UEPXB	11.15	61.66	18.58									
	2-Wire Voice PBX LD DDD Terminals Port		UEPPX	UEPXC	11.15	61.66	18.58									
	2-Wire Voice PBX LD Terminal Switchboard Port		UEPPX	UEPXD	11.15	61.66	18.58									
	2-Wire Voice PBX LD Terminal Switchboard IDD Capable Port		UEPPX	UEPXE	11.15	61.66	18.58									
	2-Wire Voice 2-Way PBX Kentucky Room Area Calling Port without LUD		UEPPX	UEPXF	11.15	61.66	18.58									
	2-Wire Voice PBX Kentucky LUD Area Calling Port		UEPPX	UEPXG	11.15	61.66	18.58									
	2-Wire Voice PBX Kentucky Premium Calling Port		UEPPX	UEPXH	11.15	61.66	18.58									
	2-Wire Voice 2-Way Kentucky Area Calling Port without LUD		UEPPX	UEPXJ	11.15	61.66	18.58									
	2-Wire Voice OutDial Kentucky NAR Area Calling Port		UEPPX	UEPOK	11.15	61.66	18.58									
<b>FEATURES</b>																
	All Features Offered		UEPPX	UEPVF	0.00	0.00	0.00									
<b>NONRECURRING CHARGES - CONVERSION</b>																
	Local Wholesale Complete - Switch-As-Is		UEPPX	USAC2		10.00	10.00									
	Local Wholesale Complete - Switch with Change		UEPPX	USACC		10.00	10.00									
<b>ADDITIONAL NRCs</b>																
	Local Wholesale Complete - Subsequent		UEPPX	USAS2		0.00	0.00									
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group					7.86	7.86									
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPPX	URETL		8.33	0.83									
<b>OFF/ON PREMISES EXTENSION CHANNELS</b>																
	Local Channel Voice grade, per termination	1	UEPPX	P2JHX	12.67	134.89	81.87									
	Local Channel Voice grade, per termination	2	UEPPX	P2JHX	17.45	134.89	81.87									
	Local Channel Voice grade, per termination	3	UEPPX	P2JHX	33.22	134.89	81.87									
	Non-Wire Direct Serve Channel Voice Grade	1	UEPPX	SDD2X	12.68	170.06	78.10									
	Non-Wire Direct Serve Channel Voice Grade	2	UEPPX	SDD2X	18.12	170.06	78.10									

AT&T-9STATE LOCAL WHOLESALE COMPLETE SERVICES - Kentucky															
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	PRICING SCHEDULE			
												Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
					Rec	Nonrecurring		Nonrecurring Disconnect				Ordering Interface Rates (\$)			
	First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN			
	Non-Wire Direct Serve Channel Voice Grade	3	UEPPX	SDD2X	29.64	170.06	78.10								
<b>INTEROFFICE TRANSPORT</b>															
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination		UEPPX	U1TV2	23.95	98.09	53.67								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile		UEPPX	U1TVM	0.0095	0.00	0.00								
<b>LOCAL WHOLESALE COMPLETE (COIN)</b>															
<b>Loop Rates</b>															
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPCO	UEPLX	9.64										
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPCO	UEPLX	14.37										
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPCO	UEPLX	30.59										
<b>2-Wire Voice Grade Line Port Rates (Coin)</b>															
	2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS)		UEPCO	UEPRF	11.15	61.66	18.58								
	2-Wire Coin 2-Way with Operator Screening (AL, KY)		UEPCO	UEPRE	11.15	61.66	18.58								
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS, SC)		UEPCO	UEPRA	11.15	61.66	18.58								
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (KY)		UEPCO	UEPKA	11.15	61.66	18.58								
	2-Wire Coin 2-Way with Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS)		UEPCO	UEPCD	11.15	61.66	18.58								
	2-Wire Coin Outward without Blocking and without Operator Screening (KY, LA, MS)		UEPCO	UEPRN	11.15	61.66	18.58								
	2-Wire Coin Outward with Operator Screening and 011Blocking (GA, KY, MS)		UEPCO	UEPRJ	11.15	61.66	18.58								
	2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)		UEPCO	UEPRH	11.15	61.66	18.58								
	2-Wire Coin Outward Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS)		UEPCO	UEPCN	11.15	61.66	18.58								
	Coin Usage (Obsolete Rate Element)		UEPCO	URECU	0.00										
<b>NONRECURRING CHARGES - CONVERSION</b>															
	Local Wholesale Complete - Switch-As-Is		UEPCO	USAC2		10.00	10.00								
	Local Wholesale Complete - Switch with Change		UEPCO	USACC		10.00	10.00								
<b>ADDITIONAL NRCs</b>															
	Local Wholesale Complete - Subsequent		UEPCO	USAS2		0.00	0.00								
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPCO	URETL		8.33	0.83								
<b>LOCAL WHOLESALE COMPLETE (FX/FCO Res)</b>															

AT&T-9STATE LOCAL WHOLESALE COMPLETE SERVICES - Louisiana										PRICING SCHEDULE				
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
					Rec	Nonrecurring		Nonrecurring Disconnect						
						First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN
<b>ORDERING INTERFACES</b>														
	Electronic Service order Charge, Per Local Service Request (LSR)					3.50	0.00	3.50	0.00					
	Manual Service Order Charge, Per Local Service Request (LSR)					15.20	0.00	15.20	0.00					
<b>LINE INFORMATION DATA BASE ACCESS (LIDB)</b>														
	LIDB Common Transport Per Query					0.0003								
	LIDB Validation Per Query		OQV	BHML1		0.035378								
	LIDB Originating Point Code Establishment or Change		OQV	NRBPX		91.00								
<b>BRANDING - DIRECTORY ASSISTANCE</b>														
<b>Wholesale CLEC</b>														
	Recording of DA Custom Branded Announcement					3,000.00	3,000.00							
	Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00							
<b>Unbranding via OLNS for Wholesale CLEC</b>														
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00							
	Loading of DA per Switch per OCN					16.00	16.00							
<b>DIRECTORY ASSISTANCE SERVICES</b>														
<b>DIRECTORY ASSISTANCE ACCESS SERVICE</b>														
	Directory Assistance Access Service Calls, Charge Per Call					0.275								
<b>DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)</b>														
	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					0.10								
<b>BRANDING - OPERATOR CALL PROCESSING</b>														
<b>Wholesale CLEC</b>														
	Recording of Custom Branded OA Announcement					7,000.00	7,000.00							
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00							
<b>Unbranding via OLNS for Wholesale CLEC</b>														
	Loading of OA per OCN (Regional)					1,200.00	1,200.00							
<b>INWARD OPERATOR SERVICES</b>														
	Inward Operator Services - Verification, Per Minute					1.15								
	Inward Operator Services - Verification and Emergency Interrupt - Per Minute					1.15								
<b>OPERATOR CALL PROCESSING</b>														
	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					1.20								
	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					1.24								
	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					0.20								
	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.20								
	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.20								
<b>CALLING NAME (CNAM) SERVICE</b>														
	CNAM Service, per line		UEPBX	N1ACR		2.11								
	CNAM Service, per line		UEPPX	N1ACR		2.11								
	CNAM Service, per line		UEPRX	NXMCR		2.11								
	CNAM Service, per line		UEPBX	NXMCR		2.11								
	CNAM Service, per line		UEPRG	NXMCR		2.11								
	CNAM Service, per line		UEPPX	NXMCR		2.11								
	CNAM Service, per line		UEPRX	NXMMN		2.11								
	CNAM Service, per line		UEPBX	NXMMN		2.11								
	CNAM Service, per line		UEPRG	NXMMN		2.11								
	CNAM Service, per line		UEPPX	NXMMN		2.11								
	CNAM Service, per line		UEPBX	NXECR		2.11								
	CNAM Service, per line		UEPPX	NXECR		2.11								
	CNAM Service, per line		UEPBX	NCACR		2.11								
	CNAM Service, per line		UEPPX	NCACR		2.11								
<b>DAILY USAGE FILES</b>														

AT&T-9STATE LOCAL WHOLESALE COMPLETE SERVICES - Louisiana										PRICING SCHEDULE									
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	Ordering Interface Rates (\$)							
												Rec	Nonrecurring		Nonrecurring Disconnect		SOME C	SOMAN	SOMAN
	<b>ACCESS DAILY USAGE FILE (ADUF)</b>																		
	ADUF: Message Processing, per message				0.007983														
	ADUF: Data Transmission (CONNECT:DIRECT), per message				0.00012681														
	<b>OPTIONAL DAILY USAGE FILE (ODUF)</b>																		
	ODUF: Recording, per message				0.0000117														
	ODUF: Message Processing, per message				0.004641														
	ODUF: Message Processing, per Magnetic Tape provisioned				48.45														
	ODUF: Data Transmission (CONNECT:DIRECT), per message				0.00010568														
	<b>ALTERNATELY BILLED TRAFFIC</b>																		
	ABT, Billing and Collection Fee, per message				0.05														
	<b>INDUSTRIAL VOICEMAIL</b>																		
	Industrial Voicemail mailbox - Residence, per month		UEPRX	WVMRB	3.25														
	Industrial Voicemail mailbox - Residence with sub-mailbox, per month		UEPRX	WVMR1	3.25														
	Industrial Voicemail mailbox - Business, per month		UEPBX	WVMBB	6.00														
	Industrial Voicemail mailbox - Business with sub-mailbox, per month		UEPBX	WVMB1	6.00														
	<b>AT&amp;T-9STATE LOCAL WHOLESALE COMPLETE SWITCH PORT USAGE</b>																		
	> AT&T-9STATE currently bills End Office Switching, Tandem Switching and Common Transport network elements during the origination or termination of an LWC call and depending on their use and the type of call. AT&T-9STATE plans to move to a single LWC Usage, listed as Local Wholesale Complete Usage, per MOU in this rate exhibit. Moving to this single rate requires AT&T Billing System modifications. When those modifications are complete, then AT&T shall notify CARRIER, and the single LWC Usage rate shall apply going forward.																		
	<b>End Office Switching (Port Usage)</b>																		
	End Office Switching Function, Per MOU				0.001868														
	End Office Trunk Port - Shared, Per MOU				0.00018														
	<b>Tandem Switching (Port Usage) (Local or Access Tandem)</b>																		
	Tandem Switching Function Per MOU				0.0001067														
	Tandem Trunk Port - Shared, Per MOU				0.000222														
	<b>Melded Factor: 33.08% of the Tandem Rate</b>																		
	Tandem Switching Function Per MOU (Melded)				0.000035296														
	Tandem Trunk Port - Shared, Per MOU (Melded)				0.000073438														
	<b>Common Transport</b>																		
	Common Transport - Per Mile, Per MOU				0.0000032														
	Common Transport - Facilities Termination Per MOU				0.0003748														
	<b>Local Wholesale Complete Usage</b>																		
	Local Wholesale Complete, per MOU				0.002														
	<b>AT&amp;T-9STATE LOCAL WHOLESALE COMPLETE SERVICES</b>																		
	> For New Installations the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Conversions, the Nonrecurring charges are listed in the NRC - Conversion section. Additional NRCs may apply also and are categorized accordingly.																		
	> AT&T-9STATE Local Wholesale Complete Coin previously had a flat-rate Usage rate element. This rate no longer applies and therefore it has a rate of \$0.00. AT&T-9STATE Local Wholesale Complete Coin Usage will be billed based on the Usage Rates listed above in the AT&T-9STATE Local Wholesale Complete Switch Port Usage section of this rate exhibit.																		
	<b>LOCAL WHOLESALE COMPLETE (RES)</b>																		
	<b>Loop Rates</b>																		
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPRX	UEPLX	11.77														
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPRX	UEPLX	22.39														
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPRX	UEPLX	48.26														
	<b>2-Wire Voice Grade Line Port (Res)</b>																		
	2-Wire voice port - residence		UEPRX	UEPRL	8.36	32.50	11.10												
	2-Wire voice port with Caller ID - res		UEPRX	UEPRC	8.36	32.50	11.10												
	2-Wire voice port outgoing only - res		UEPRX	UEPRO	8.36	32.50	11.10												
	2-Wire voice Louisiana extended local dialing parity port with Caller ID - res		UEPRX	UEPAS	8.36	32.50	11.10												
	2-Wire voice Louisiana Area Plus with Caller ID - res		UEPRX	UEPAG	8.36	32.50	11.10												
	2-Wire voice res, low usage line port with Caller ID		UEPRX	UEPAP	8.36	32.50	11.10												
	2-Wire voice Low Usage Line Port without Caller ID Capability		UEPRX	UEPRT	8.36	32.50	11.10												
	2-Wire Voice Louisiana Residence Dialing Plan without Caller ID		UEPRX	UEPWG	8.36	32.50	11.10												
	2-Wire Voice Louisiana Area Plus Port without Caller ID Capability		UEPRX	UEPRQ	8.36	32.50	11.10												
	<b>FEATURES</b>																		
	All Features Offered		UEPRX	UEPVF	0.00	0.00	0.00												

AT&T-9STATE LOCAL WHOLESALE COMPLETE SERVICES - Louisiana											PRICING SCHEDULE					
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
					Rec	Nonrecurring		Nonrecurring Disconnect							Ordering Interface Rates (\$)	
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN		
<b>NONRECURRING CHARGES - CONVERSION</b>																
	Local Wholesale Complete - Switch-As-Is		UEPRX	USAC2		10.00	10.00									
	Local Wholesale Complete - Switch with Change		UEPRX	USACC		10.00	10.00									
	Local Wholesale Complete - Installation Charge at QuickService location - Not Conversion of Existing Service		UEPRX	URECC		10.00										
<b>ADDITIONAL NRCs</b>																
	Local Wholesale Complete - Subsequent		UEPRX	USAS2		0.00	0.00									
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPRX	URETL		8.33	0.83									
<b>OFF/ON PREMISES EXTENSION CHANNELS</b>																
	2 Wire Analog Voice Grade Extension Loop - Non-Design	1	UEPRX	UEAEN	12.90	36.54	16.87									
	2 Wire Analog Voice Grade Extension Loop - Non-Design	2	UEPRX	UEAEN	23.33	36.54	16.87									
	2 Wire Analog Voice Grade Extension Loop - Non-Design	3	UEPRX	UEAEN	48.43	36.54	16.87									
	2 Wire Analog Voice Grade Extension Loop - Design	1	UEPRX	UEAED	14.93	102.10	65.72									
	2 Wire Analog Voice Grade Extension Loop - Design	2	UEPRX	UEAED	25.35	102.10	65.72									
	2 Wire Analog Voice Grade Extension Loop - Design	3	UEPRX	UEAED	50.46	102.10	65.72									
<b>INTEROFFICE TRANSPORT</b>																
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination		UEPRX	U1TV2	22.60	39.36	26.62									
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile		UEPRX	U1TVM	0.013	0.00	0.00									
<b>INSIDE WIRE MAINTENANCE</b>																
	Inside Wire Maintenance Plan		UEPRX	SEQ1X	4.50											
<b>LOCAL WHOLESALE COMPLETE (BUS)</b>																
<b>Loop Rates</b>																
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPBX	UEPLX	11.77											
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPBX	UEPLX	22.39											
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPBX	UEPLX	48.26											
<b>2-Wire Voice Grade Line Port (Bus)</b>																
	2-Wire voice port without Caller ID - bus		UEPBX	UEPBL	11.36	67.39	25.37									
	2-Wire voice port with Caller + E484 ID - bus		UEPBX	UEPBC	11.36	67.39	25.37									
	2-Wire voice port outgoing only - bus		UEPBX	UEPBO	11.36	67.39	25.37									
	2-Wire voice Louisiana extended local dialing parity port with Caller ID - bus		UEPBX	UEPAX	11.36	67.39	25.37									
	2-Wire voice incoming only port with Caller ID - Bus		UEPBX	UEPB1	11.36	67.39	25.37									
	2-Wire voice Louisiana Bus Area Calling Port with Caller ID		UEPBX	UEPAA	11.36	67.39	25.37									
	2-Wire voice Incoming Only Port without Caller ID Capability		UEPBX	UEPBE	11.36	67.39	25.37									
	2-Wire voice Louisiana Business Dialing Plan without Caller ID		UEPBX	UEPWH	11.36	67.39	25.37									
	2-Wire voice Louisiana Business Area Calling Port without Caller ID Capability		UEPBX	UEPBA	11.36	67.39	25.37									
<b>FEATURES</b>																
	All Features Offered		UEPBX	UEPVF	0.00	0.00	0.00									
<b>NONRECURRING CHARGES - CONVERSION</b>																
	Local Wholesale Complete - Switch-As-Is		UEPBX	USAC2		10.00	10.00									
	Local Wholesale Complete - Switch with Change		UEPBX	USACC		10.00	10.00									
<b>ADDITIONAL NRCs</b>																
	Local Wholesale Complete - Subsequent		UEPBX	USAS2		0.00	0.00									
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPBX	URETL		8.33	0.83									
<b>OFF/ON PREMISES EXTENSION CHANNELS</b>																
	2 Wire Analog Voice Grade Extension Loop - Non-Design	1	UEPBX	UEAEN	12.90	36.54	16.87									
	2 Wire Analog Voice Grade Extension Loop - Non-Design	2	UEPBX	UEAEN	23.33	36.54	16.87									
	2 Wire Analog Voice Grade Extension Loop - Non-Design	3	UEPBX	UEAEN	48.43	36.54	16.87									
	2 Wire Analog Voice Grade Extension Loop - Design	1	UEPBX	UEAED	14.93	102.10	65.72									
	2 Wire Analog Voice Grade Extension Loop - Design	2	UEPBX	UEAED	25.35	102.10	65.72									
	2 Wire Analog Voice Grade Extension Loop - Design	3	UEPBX	UEAED	50.46	102.10	65.72									
<b>INTEROFFICE TRANSPORT</b>																
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination		UEPBX	U1TV2	22.60	39.36	26.62									
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile		UEPBX	U1TVM	0.013	0.00	0.00									
<b>INSIDE WIRE MAINTENANCE</b>																

AT&T-9STATE LOCAL WHOLESALE COMPLETE SERVICES - Louisiana														
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	PRICING SCHEDULE			
											Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
					Rec	Nonrecurring		Nonrecurring Disconnect		SOME C	SOMAN	SOMAN	SOMAN	SOMAN
						First	Add'l	First	Add'l					
	Inside Wire Maintenance Plan		UEPBX	SEQ1X	4.50									
	<b>LOCAL WHOLESALE COMPLETE (RES - PBX)</b>													
	<b>Loop Rates</b>													
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPRG	UEPLX	11.77									
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPRG	UEPLX	22.39									
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPRG	UEPLX	48.26									
	<b>2-Wire Voice Grade Line Port Rates (RES - PBX)</b>													
	2-Wire voice 2-Way PBX Trunk Port - Res		UEPRG	UEPRD	8.36	67.39	25.37							
	<b>FEATURES</b>													
	All Features Offered		UEPRG	UEPVF	0.00	0.00	0.00							
	<b>NONRECURRING CHARGES - CONVERSION</b>													
	Local Wholesale Complete - Switch-As-Is		UEPRG	USAC2		10.00	10.00							
	Local Wholesale Complete - Switch with Change		UEPRG	USACC		10.00	10.00							
	<b>ADDITIONAL NRCs</b>													
	Local Wholesale Complete - Subsequent		UEPRG	USAS2		0.00	0.00							
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group					14.64	14.64							
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPRG	URETL		8.33	0.83							
	<b>OFF/ON PREMISES EXTENSION CHANNELS</b>													
	Local Channel Voice grade, per termination	1	UEPRG	P2JHX	14.93	102.10	65.72							
	Local Channel Voice grade, per termination	2	UEPRG	P2JHX	25.35	102.10	65.72							
	Local Channel Voice grade, per termination	3	UEPRG	P2JHX	50.46	102.10	65.72							
	<b>INTEROFFICE TRANSPORT</b>													
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination		UEPRG	U1TV2	22.60	39.36	26.62							
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile		UEPRG	U1TVM	0.013	0.00	0.00							
	<b>LOCAL WHOLESALE COMPLETE (BUS - PBX)</b>													
	<b>Loop Rates</b>													
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPPX	UEPLX	11.77									
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPPX	UEPLX	22.39									
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPPX	UEPLX	48.26									
	<b>2-Wire Voice Grade Line Port Rates (BUS - PBX)</b>													
	Line Side Combination 2-Way PBX Trunk Port - Bus		UEPPX	UEPPC	11.36	67.39	25.37							
	Line Side Outward PBX Trunk Port - Bus		UEPPX	UEPPO	11.36	67.39	25.37							
	Line Side Incoming PBX Trunk Port - Bus		UEPPX	UEPP1	11.36	67.39	25.37							
	2-Wire Voice 2-Way Combination PBX Louisiana Calling Port		UEPPX	UEPL2	11.36	67.39	25.37							
	2-Wire Voice PBX LD Terminal Ports		UEPPX	UEPLD	11.36	67.39	25.37							
	2-Wire Voice 2-Way Combination PBX Usage Port		UEPPX	UEPXA	11.36	67.39	25.37							
	2-Wire Voice PBX Toll Terminal Hotel Ports		UEPPX	UEPXB	11.36	67.39	25.37							
	2-Wire Voice PBX LD DDD Terminals Port		UEPPX	UEPXC	11.36	67.39	25.37							
	2-Wire Voice PBX LD Terminal Switchboard Port		UEPPX	UEPXD	11.36	67.39	25.37							
	2-Wire Voice PBX LD Terminal Switchboard IDD Capable Port		UEPPX	UEPXE	11.36	67.39	25.37							
	2-Wire Voice 2-Way PBX Louisiana Local Optional Calling Port		UEPPX	UEP XK	11.36	67.39	25.37							
	2-Wire Voice 2-Way PBX Hotel/Hospital Economy Administrative Calling Port		UEPPX	UEPXL	11.36	67.39	25.37							
	2-Wire Voice 2-Way PBX Hotel/Hospital Economy Room Calling Port		UEPPX	UEPXM	11.36	67.39	25.37							
	2-Wire Voice 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port		UEPPX	UEP XO	11.36	67.39	25.37							
	2-Wire Voice 1-Way Outgoing PBX Louisiana Local Discount Calling Port		UEPPX	UEP XP	11.36	67.39	25.37							
	<b>FEATURES</b>													
	All Features Offered		UEPPX	UEPVF	0.00	0.00	0.00							
	<b>NONRECURRING CHARGES - CONVERSION</b>													
	Local Wholesale Complete - Switch-As-Is		UEPPX	USAC2		10.00	10.00							
	Local Wholesale Complete - Switch with Change		UEPPX	USACC		10.00	10.00							
	<b>ADDITIONAL NRCs</b>													
	Local Wholesale Complete - Subsequent		UEPPX	USAS2		0.00	0.00							

AT&T-9STATE LOCAL WHOLESALE COMPLETE SERVICES - Louisiana										PRICING SCHEDULE					
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
														Rec	Nonrecurring
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group					14.64	14.64								
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPPX	URETL		8.33	0.83								
	<b>OFF/ON PREMISES EXTENSION CHANNELS</b>														
	Local Channel Voice grade, per termination	1	UEPPX	P2JHX	14.93	102.10	65.72								
	Local Channel Voice grade, per termination	2	UEPPX	P2JHX	25.35	102.10	65.72								
	Local Channel Voice grade, per termination	3	UEPPX	P2JHX	50.46	102.10	65.72								
	<b>INTEROFFICE TRANSPORT</b>														
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination		UEPPX	U1TV2	22.60	39.36	26.62								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile		UEPPX	U1TVM	0.013	0.00	0.00								
	<b>LOCAL WHOLESALE COMPLETE (COIN)</b>														
	<b>Loop Rates</b>														
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPCO	UEPLX	11.77										
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPCO	UEPLX	22.39										
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPCO	UEPLX	48.26										
	<b>2-Wire Voice Grade Line Port Rates (Coin)</b>														
	2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS)		UEPCO	UEPRF	11.36	67.39	25.37								
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS, SC)		UEPCO	UEPRA	11.36	67.39	25.37								
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (AL, LA, MS)		UEPCO	UEPRB	11.36	67.39	25.37								
	2-Wire Coin 2-Way with Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS)		UEPCO	UEPCD	11.36	67.39	25.37								
	2-Wire Coin Outward without Blocking and without Operator Screening (KY, LA, MS)		UEPCO	UEPRN	11.36	67.39	25.37								
	2-Wire Coin Outward with Operator Screening and 011 Blocking (LA)		UEPCO	UEPLA	11.36	67.39	25.37								
	2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)		UEPCO	UEPRH	11.36	67.39	25.37								
	2-Wire Coin Outward Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS)		UEPCO	UEPCN	11.36	67.39	25.37								
	Coin Usage (Obsolete Rate Element)		UEPCO	URECU	0.00										
	<b>NONRECURRING CHARGES - CONVERSION</b>														
	Local Wholesale Complete - Switch-As-Is		UEPCO	USAC2		10.00	10.00								
	Local Wholesale Complete - Switch with Change		UEPCO	USACC		10.00	10.00								
	<b>ADDITIONAL NRCs</b>														
	Local Wholesale Complete - Subsequent		UEPCO	USAS2		0.00	0.00								
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPCO	URETL		8.33	0.83								



AT&T-9STATE LOCAL WHOLESALE COMPLETE SERVICES - Mississippi										PRICING SCHEDULE					
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
					Rec	Nonrecurring		Nonrecurring Disconnect							Ordering Interface Rates (\$)
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	
<b>ORDERING INTERFACES</b>															
	Electronic Service order Charge, Per Local Service Request (LSR)					3.50	0.00	3.50	0.00						
	Manual Service Order Charge, Per Local Service Request (LSR)					15.75	0.00	1.97	0.00						
<b>LINE INFORMATION DATA BASE ACCESS (LIDB)</b>															
	LIDB Common Transport Per Query					0.0003									
	LIDB Validation Per Query		OQV	BHML1		0.035378									
	LIDB Originating Point Code Establishment or Change		OQV	NRBPX		91.00	34.52	42.33	42.33						
<b>BRANDING - DIRECTORY ASSISTANCE</b>															
<b>Wholesale CLEC</b>															
	Recording of DA Custom Branded Announcement					3,000.00	3,000.00								
	Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00								
<b>Unbranding via OLNS for Wholesale CLEC</b>															
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00								
	Loading of DA per Switch per OCN					16.00	16.00								
<b>DIRECTORY ASSISTANCE SERVICES</b>															
<b>DIRECTORY ASSISTANCE ACCESS SERVICE</b>															
	Directory Assistance Access Service Calls, Charge Per Call					0.275									
<b>DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)</b>															
	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					0.10									
<b>BRANDING - OPERATOR CALL PROCESSING</b>															
<b>Wholesale CLEC</b>															
	Recording of Custom Branded OA Announcement					7,000.00	7,000.00								
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00								
<b>Unbranding via OLNS for Wholesale CLEC</b>															
	Loading of OA per OCN (Regional)					1,200.00	1,200.00								
<b>INWARD OPERATOR SERVICES</b>															
	Inward Operator Services - Verification, Per Minute					1.15									
	Inward Operator Services - Verification and Emergency Interrupt - Per Minute					1.15									
<b>OPERATOR CALL PROCESSING</b>															
	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					1.20									
	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					1.24									
	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					0.20									
	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.20									
	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.20									
<b>CALLING NAME (CNAM) SERVICE</b>															
	CNAM Service, per line		UEPBX	N1ACR		2.11									
	CNAM Service, per line		UEPPX	N1ACR		2.11									
	CNAM Service, per line		UEPRX	NXMCR		2.11									
	CNAM Service, per line		UEPBX	NXMCR		2.11									
	CNAM Service, per line		UEPRG	NXMCR		2.11									
	CNAM Service, per line		UEPPX	NXMCR		2.11									
	CNAM Service, per line		UEPRX	NXMMN		2.11									
	CNAM Service, per line		UEPBX	NXMMN		2.11									
	CNAM Service, per line		UEPRG	NXMMN		2.11									
	CNAM Service, per line		UEPPX	NXMMN		2.11									
	CNAM Service, per line		UEPBX	NXECR		2.11									
	CNAM Service, per line		UEPPX	NXECR		2.11									
	CNAM Service, per line		UEPBX	NCACR		2.11									
	CNAM Service, per line		UEPPX	NCACR		2.11									
<b>DAILY USAGE FILES</b>															

AT&T-9STATE LOCAL WHOLESALE COMPLETE SERVICES - Mississippi											PRICING SCHEDULE									
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	Ordering Interface Rates (\$)								
												Rec	Nonrecurring		Nonrecurring Disconnect		SOME C	SOMAN	SOMAN	SOMAN
<b>ACCESS DAILY USAGE FILE (ADUF)</b>																				
	ADUF: Message Processing, per message				0.008087															
	ADUF: Data Transmission (CONNECT:DIRECT), per message				0.00012803															
<b>OPTIONAL DAILY USAGE FILE (ODUF)</b>																				
	ODUF: Recording, per message				0.0000063															
	ODUF: Message Processing, per message				0.004707															
	ODUF: Message Processing, per Magnetic Tape provisioned				49.04															
	ODUF: Data Transmission (CONNECT:DIRECT), per message				0.00010669															
<b>ALTERNATELY BILLED TRAFFIC</b>																				
	ABT, Billing and Collection Fee, per message				0.05															
<b>INDUSTRIAL VOICEMAIL</b>																				
	Industrial Voicemail mailbox - Residence, per month		UEPRX	WVMRB	3.25															
	Industrial Voicemail mailbox - Residence with sub-mailbox, per month		UEPRX	WVMR1	3.25															
	Industrial Voicemail mailbox - Business, per month		UEPBX	WVMBB	6.00															
	Industrial Voicemail mailbox - Business with sub-mailbox, per month		UEPBX	WVMB1	6.00															
<b>AT&amp;T-9STATE LOCAL WHOLESALE COMPLETE SWITCH PORT USAGE</b>																				
> AT&T-9STATE currently bills End Office Switching, Tandem Switching and Common Transport network elements during the origination or termination of an LWC call and depending on their use and the type of call. AT&T-9STATE plans to move to a single LWC Usage, listed as Local Wholesale Complete Usage, per MOU in this rate exhibit. Moving to this single rate requires AT&T Billing System modifications. When those modifications are complete, then AT&T shall notify CARRIER, and the single LWC Usage rate shall apply going forward.																				
<b>End Office Switching (Port Usage)</b>																				
	End Office Switching Function, Per MOU				0.0010269															
	End Office Trunk Port - Shared, Per MOU				0.000161															
<b>Tandem Switching (Port Usage) (Local or Access Tandem)</b>																				
	Tandem Switching Function Per MOU				0.0001723															
	Tandem Trunk Port - Shared, Per MOU				0.0001828															
<b>Melded Factor: 36.82% of the Tandem Rate</b>																				
	Tandem Switching Function Per MOU (Melded)				0.000063441															
	Tandem Trunk Port - Shared, Per MOU (Melded)				0.000067307															
<b>Common Transport</b>																				
	Common Transport - Per Mile, Per MOU				0.0000026															
	Common Transport - Facilities Termination Per MOU				0.0004541															
<b>Local Wholesale Complete Usage</b>																				
	Local Wholesale Complete, per MOU				0.002															
<b>AT&amp;T-9STATE LOCAL WHOLESALE COMPLETE SERVICES</b>																				
> For New Installations the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Conversions, the Nonrecurring charges are listed in the NRC - Conversion section. Additional NRCs may apply also and are categorized accordingly.																				
> AT&T-9STATE Local Wholesale Complete Coin previously had a flat-rate Usage rate element. This rate no longer applies and therefore it has a rate of \$0.00. AT&T-9STATE Local Wholesale Complete Coin Usage will be billed based on the Usage Rates listed above in the AT&T-9STATE Local Wholesale Complete Switch Port Usage section of this rate exhibit.																				
<b>LOCAL WHOLESALE COMPLETE (RES)</b>																				
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPRX	UEPLX	10.98															
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPRX	UEPLX	15.91															
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPRX	UEPLX	25.04															
	2-Wire Voice Grade Loop (SL1) - Zone 4	4	UEPRX	UEPLX	43.68															
<b>2-Wire Voice Grade Line Port (Res)</b>																				
	2-Wire voice port - residence		UEPRX	UEPRL	8.23	38.76	10.95													
	2-Wire voice port with Caller ID - res		UEPRX	UEPRC	8.23	38.76	10.95													
	2-Wire voice port outgoing only - res		UEPRX	UEPRO	8.23	38.76	10.95													
	2-Wire voice Mississippi extended local dialing parity port with Caller ID - res		UEPRX	UEPAT	8.23	38.76	10.95													
	2-Wire voice res, low usage line port with Caller ID		UEPRX	UEPAP	8.23	38.76	10.95													
	2-Wire Voice Mississippi Residence Dialing Plan without Caller ID		UEPRX	UEPWJ	8.23	38.76	10.95													
<b>FEATURES</b>																				
	All Features Offered		UEPRX	UEPVF	2.56	0.00	0.00													
<b>NONRECURRING CHARGES - CONVERSION</b>																				
	Local Wholesale Complete - Switch-As-Is		UEPRX	USAC2		10.00	10.00													
	Local Wholesale Complete - Switch with Change		UEPRX	USACC		10.00	10.00													

AT&T-9STATE LOCAL WHOLESALE COMPLETE SERVICES - Mississippi										PRICING SCHEDULE		Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st		Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
					Rec	Nonrecurring								Nonrecurring Disconnect	
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Local Wholesale Complete - Installation Charge at QuickService location - Not Conversion of Existing Service		UEPRX	URECC		10.00									
	<b>ADDITIONAL NRCs</b>														
	Local Wholesale Complete - Subsequent		UEPRX	USAS2		0.00	0.00								
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPRX	URETL		8.33	0.83								
	<b>OFF/ON PREMISES EXTENSION CHANNELS</b>														
	2 Wire Analog Voice Grade Extension Loop – Non-Design	1	UEPRX	UEAEN	12.03	37.92	17.55								
	2 Wire Analog Voice Grade Extension Loop – Non-Design	2	UEPRX	UEAEN	16.87	37.92	17.55								
	2 Wire Analog Voice Grade Extension Loop – Non-Design	3	UEPRX	UEAEN	25.68	37.92	17.55								
	2 Wire Analog Voice Grade Extension Loop – Non-Design	4	UEPRX	UEAEN	43.85	37.92	17.55								
	2 Wire Analog Voice Grade Extension Loop – Design	1	UEPRX	UEAED	13.89	105.96	68.28								
	2 Wire Analog Voice Grade Extension Loop – Design	2	UEPRX	UEAED	18.75	105.96	68.28								
	2 Wire Analog Voice Grade Extension Loop – Design	3	UEPRX	UEAED	27.55	105.96	68.28								
	2 Wire Analog Voice Grade Extension Loop – Design	4	UEPRX	UEAED	45.72	105.96	68.28								
	<b>INTEROFFICE TRANSPORT</b>														
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination		UEPRX	U1TV2	20.32	40.77	27.57								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile		UEPRX	U1TVM	0.0088	0.00	0.00								
	<b>INSIDE WIRE MAINTENANCE</b>														
	Inside Wire Maintenance Plan		UEPRX	SEQ1X	4.50										
	<b>LOCAL WHOLESALE COMPLETE (BUS)</b>														
	<b>Loop Rates</b>														
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPBX	UEPLX	10.98										
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPBX	UEPLX	15.91										
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPBX	UEPLX	25.04										
	2-Wire Voice Grade Loop (SL1) - Zone 4	4	UEPBX	UEPLX	43.68										
	<b>2-Wire Voice Grade Line Port (Bus)</b>														
	2-Wire voice port without Caller ID - bus		UEPBX	UEPBL	11.23	10.00	10.00								
	2-Wire voice port with Caller + E484 ID - bus		UEPBX	UEPBC	11.23	10.00	10.00								
	2-Wire voice port outgoing only - bus		UEPBX	UEPBO	11.23	10.00	10.00								
	2-Wire voice Mississippi extended local dialing parity port with Caller ID - bus		UEPBX	UEPAY	11.23	10.00	10.00								
	2-Wire voice incoming only port with Caller ID - Bus		UEPBX	UEPB1	11.23	10.00	10.00								
	2-Wire voice Incoming Only Port without Caller ID Capability		UEPBX	UEPBE	11.23	10.00	10.00								
	2-Wire voice Mississippi Business Dialing Plan without Caller ID		UEPBX	UEPWK	11.23	10.00	10.00								
	<b>FEATURES</b>														
	All Features Offered		UEPBX	UEPVF	2.56	0.00	0.00								
	<b>NONRECURRING CHARGES - CONVERSION</b>														
	Local Wholesale Complete - Switch-As-Is		UEPBX	USAC2		10.00	10.00								
	Local Wholesale Complete - Switch with Change		UEPBX	USACC		10.00	10.00								
	<b>ADDITIONAL NRCs</b>														
	Local Wholesale Complete - Subsequent		UEPBX	USAS2		0.00	0.00								
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPBX	URETL		8.33	0.83								
	<b>OFF/ON PREMISES EXTENSION CHANNELS</b>														
	2 Wire Analog Voice Grade Extension Loop – Non-Design	1	UEPBX	UEAEN	12.03	37.92	17.55								
	2 Wire Analog Voice Grade Extension Loop – Non-Design	2	UEPBX	UEAEN	16.87	37.92	17.55								
	2 Wire Analog Voice Grade Extension Loop – Non-Design	3	UEPBX	UEAEN	25.68	37.92	17.55								
	2 Wire Analog Voice Grade Extension Loop – Non-Design	4	UEPBX	UEAEN	43.85	37.92	17.55								
	2 Wire Analog Voice Grade Extension Loop – Design	1	UEPBX	UEAED	13.89	105.96	68.28								
	2 Wire Analog Voice Grade Extension Loop – Design	2	UEPBX	UEAED	18.75	105.96	68.28								
	2 Wire Analog Voice Grade Extension Loop – Design	3	UEPBX	UEAED	27.55	105.96	68.28								
	2 Wire Analog Voice Grade Extension Loop – Design	4	UEPBX	UEAED	45.72	105.96	68.28								
	<b>INTEROFFICE TRANSPORT</b>														
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination		UEPBX	U1TV2	20.32	40.77	27.57								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile		UEPBX	U1TVM	0.0088	0.00	0.00								
	<b>INSIDE WIRE MAINTENANCE</b>														

AT&T-9STATE LOCAL WHOLESALE COMPLETE SERVICES - Mississippi															
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	PRICING SCHEDULE				
					Rec	Nonrecurring		Nonrecurring Disconnect			Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						First	Add'l	First							Add'l
									SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	Inside Wire Maintenance Plan		UEPBX	SEQ1X	4.50										
	<b>LOCAL WHOLESALE COMPLETE (RES - PBX)</b>														
	<b>Loop Rates</b>														
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPRG	UEPLX	10.98										
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPRG	UEPLX	15.91										
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPRG	UEPLX	25.04										
	2-Wire Voice Grade Loop (SL1) - Zone 4	4	UEPRG	UEPLX	43.68										
	<b>2-Wire Voice Grade Line Port Rates (RES - PBX)</b>														
	2-Wire voice 2-Way PBX Trunk Port - Res		UEPRG	UEPRD	8.23	56.45	12.64								
	<b>FEATURES</b>														
	All Features Offered		UEPRG	UEPVF	0.00	0.00	0.00								
	<b>NONRECURRING CHARGES - CONVERSION</b>														
	Local Wholesale Complete - Switch-As-Is		UEPRG	USAC2		10.00	10.00								
	Local Wholesale Complete - Switch with Change		UEPRG	USACC		10.00	10.00								
	<b>ADDITIONAL NRCs</b>														
	Local Wholesale Complete - Subsequent		UEPRG	USAS2		0.00	0.00								
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group					14.64	14.64								
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPRG	URETL		8.33	0.83								
	<b>OFF/ON PREMISES EXTENSION CHANNELS</b>														
	Local Channel Voice grade, per termination	1	UEPRG	P2JHX	13.89	105.96	68.28								
	Local Channel Voice grade, per termination	2	UEPRG	P2JHX	18.75	105.96	68.28								
	Local Channel Voice grade, per termination	3	UEPRG	P2JHX	27.55	105.96	68.28								
	Local Channel Voice grade, per termination	4	UEPRG	P2JHX	45.72	105.96	68.28								
	<b>INTEROFFICE TRANSPORT</b>														
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination		UEPRG	U1TV2	20.32	40.77	27.57								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile		UEPRG	U1TVM	0.0088	0.00	0.00								
	<b>LOCAL WHOLESALE COMPLETE (BUS - PBX)</b>														
	<b>Loop Rates</b>														
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPPX	UEPLX	10.98										
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPPX	UEPLX	15.91										
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPPX	UEPLX	25.04										
	2-Wire Voice Grade Loop (SL1) - Zone 4	4	UEPPX	UEPLX	43.68										
	<b>2-Wire Voice Grade Line Port Rates (BUS - PBX)</b>														
	Line Side Combination 2-Way PBX Trunk Port - Bus		UEPPX	UEPPC	11.23	56.45	12.64								
	Line Side Outward PBX Trunk Port - Bus		UEPPX	UEPPO	11.23	56.45	12.64								
	Line Side Incoming PBX Trunk Port - Bus		UEPPX	UEPP1	11.23	56.45	12.64								
	2-Wire Voice PBX LD Terminal Ports		UEPPX	UEPLD	11.23	56.45	12.64								
	2-Wire Voice 2-Way Combination PBX Usage Port		UEPPX	UEPXA	11.23	56.45	12.64								
	2-Wire Voice PBX Toll Terminal Hotel Ports		UEPPX	UEPXB	11.23	56.45	12.64								
	2-Wire Voice PBX LD DDD Terminals Port		UEPPX	UEPXC	11.23	56.45	12.64								
	2-Wire Voice PBX LD Terminal Switchboard Port		UEPPX	UEPXD	11.23	56.45	12.64								
	2-Wire Voice PBX LD Terminal Switchboard IDD Capable Port		UEPPX	UEPXE	11.23	56.45	12.64								
	2-Wire voice 2-Way PBX Mississippi Local Economy Calling Port		UEPPX	UEPXQ	11.23	56.45	12.64								
	2-Wire Voice 2-Way PBX Mississippi Local Optional Calling Port		UEPPX	UEPXR	11.23	56.45	12.64								
	2-Wire Voice Mississippi PBX 2-Way Combo Local Opt 2 Calling Port		UEPPX	UEPA5	11.23	56.45	12.64								
	<b>FEATURES</b>														
	All Features Offered		UEPPX	UEPVF	2.56	0.00	0.00								
	<b>NONRECURRING CHARGES - CONVERSION</b>														
	Local Wholesale Complete - Switch-As-Is		UEPPX	USAC2		10.00	10.00								
	Local Wholesale Complete - Switch with Change		UEPPX	USACC		10.00	10.00								
	<b>ADDITIONAL NRCs</b>														
	Local Wholesale Complete - Subsequent		UEPPX	USAS2		0.00	0.00								
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group					14.64	14.64								

AT&T-9STATE LOCAL WHOLESALE COMPLETE SERVICES - Mississippi										PRICING SCHEDULE					
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
					Rec	Nonrecurring		Nonrecurring Disconnect							Ordering Interface Rates (\$)
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPPX	URETL		8.33	0.83								
<b>OFF/ON PREMISES EXTENSION CHANNELS</b>															
	Local Channel Voice grade, per termination	1	UEPPX	P2JHX	13.89	105.96	68.28								
	Local Channel Voice grade, per termination	2	UEPPX	P2JHX	18.75	105.96	68.28								
	Local Channel Voice grade, per termination	3	UEPPX	P2JHX	27.55	105.96	68.28								
	Local Channel Voice grade, per termination	4	UEPPX	P2JHX	45.72	105.96	68.28								
<b>INTEROFFICE TRANSPORT</b>															
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination		UEPPX	U1TV2	20.32	40.77	27.57								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile		UEPPX	U1TVM	0.0088	0.00	0.00								
<b>LOCAL WHOLESALE COMPLETE (COIN)</b>															
<b>Loop Rates</b>															
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPCO	UEPLX	10.98										
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPCO	UEPLX	15.91										
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPCO	UEPLX	25.04										
	2-Wire Voice Grade Loop (SL1) - Zone 4	4	UEPCO	UEPLX	43.68										
<b>2-Wire Voice Grade Line Port Rates (Coin)</b>															
	2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS)		UEPCO	UEPRF	11.23	56.45	12.64								
	2-Wire Coin 2-Way without Operator Screening and without Blocking; with Dialing Parity (Note 3) (MS)		UEPCO	UEPMC	11.23	56.45	12.64								
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS, SC)		UEPCO	UEPRA	11.23	56.45	12.64								
	2-Wire Coin 2-W with Operator Screening and Blocking: 011, 900/976, 1+DDD; with Dialing Parity (MS)		UEPCO	UEPMA	11.23	56.45	12.64								
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (AL, LA, MS)		UEPCO	UEPRB	11.23	56.45	12.64								
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking; with Dialing Parity (MS)		UEPCO	UEPMB	11.23	56.45	12.64								
	2-Wire Coin 2-Way with Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS)		UEPCO	UEPCD	11.23	56.45	12.64								
	2-Wire Coin 2-W Oper Screen & Blocking: 900/976, 1+DDD, 011+, and Local; with Dialing Parity (MS)		UEPCO	UEPCJ	11.23	56.45	12.64								
	2-Wire Coin Outward without Blocking and without Operator Screening (KY, LA, MS)		UEPCO	UEPRN	11.23	56.45	12.64								
	2-Wire Coin Outward without Blocking and without Operator Screening; with Dialing Parity (MS)		UEPCO	UEPME	11.23	56.45	12.64								
	2-Wire Coin Outward with Operator Screening and 011Blocking (GA, KY, MS)		UEPCO	UEPRJ	11.23	56.45	12.64								
	2-Wire Coin Outward with Operator Screening and 011 Blocking; with Dialing Parity (MS)		UEPCO	UEPMD	11.23	56.45	12.64								
	2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)		UEPCO	UEPRH	11.23	56.45	12.64								
	2-Wire Coin Outward Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS)		UEPCO	UEPCN	11.23	56.45	12.64								
	2-Wire Coin Out Operator Screen & Blocking: 900/976, 1+DDD, 011+, & Local; with Dialing Parity (MS)		UEPCO	UEPCS	11.23	56.45	12.64								
	Coin Usage (Obsolete Rate Element)		UEPCO	URECU	0.00										
<b>NONRECURRING CHARGES - CONVERSION</b>															
	Local Wholesale Complete - Switch-As-Is		UEPCO	USAC2		10.00	10.00								
	Local Wholesale Complete - Switch with Change		UEPCO	USACC		10.00	10.00								
<b>ADDITIONAL NRCs</b>															
	Local Wholesale Complete - Subsequent		UEPCO	USAS2		0.00	0.00								
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPCO	URETL		8.33	0.83								

AT&T-9STATE LOCAL WHOLESALE COMPLETE SERVICES - North Carolina										PRICING SCHEDULE					
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
					Rec	Nonrecurring		Nonrecurring Disconnect							Ordering Interface Rates (\$)
						First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	
<b>ORDERING INTERFACES</b>															
	Electronic Service order Charge, Per Local Service Request (LSR)				SOMECE	3.50	0.00	3.50	0.00						
	Manual Service Order Charge, Per Local Service Request (LSR)				SOMAN	15.20	0.00	15.20	0.00						
<b>LINE INFORMATION DATA BASE ACCESS (LIDB)</b>															
	LIDB Common Transport Per Query					0.0003									
	LIDB Validation Per Query		OQV	BHML1		0.035378									
	LIDB Originating Point Code Establishment or Change		OQV	NRBPX		91.00									
<b>BRANDING - DIRECTORY ASSISTANCE</b>															
<b>Wholesale CLEC</b>															
	Recording of DA Custom Branded Announcement					3,000.00	3,000.00								
	Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00								
<b>Unbranding via OLNS for Wholesale CLEC</b>															
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00								
	Loading of DA per Switch per OCN					16.00	16.00								
<b>DIRECTORY ASSISTANCE SERVICES</b>															
<b>DIRECTORY ASSISTANCE ACCESS SERVICE</b>															
	Directory Assistance Access Service Calls, Charge Per Call					0.275									
<b>DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)</b>															
	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					0.10									
<b>BRANDING - OPERATOR CALL PROCESSING</b>															
<b>Wholesale CLEC</b>															
	Recording of Custom Branded OA Announcement					7,000.00	7,000.00								
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00								
<b>Unbranding via OLNS for Wholesale CLEC</b>															
	Loading of OA per OCN (Regional)					1,200.00	1,200.00								
<b>INWARD OPERATOR SERVICES</b>															
	Inward Operator Services - Verification, Per Minute					1.15									
	Inward Operator Services - Verification and Emergency Interrupt - Per Minute					1.15									
<b>OPERATOR CALL PROCESSING</b>															
	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					1.20									
	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					1.24									
	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					0.20									
	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.20									
	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.20									
<b>CALLING NAME (CNAM) SERVICE</b>															
	CNAM Service, per line		UEPBX	N1ACR		2.11									
	CNAM Service, per line		UEPPX	N1ACR		2.11									
	CNAM Service, per line		UEPRX	NXMCR		2.11									
	CNAM Service, per line		UEPBX	NXMCR		2.11									
	CNAM Service, per line		UEPRG	NXMCR		2.11									
	CNAM Service, per line		UEPPX	NXMCR		2.11									
	CNAM Service, per line		UEPRX	NXMMN		2.11									
	CNAM Service, per line		UEPBX	NXMMN		2.11									
	CNAM Service, per line		UEPRG	NXMMN		2.11									
	CNAM Service, per line		UEPPX	NXMMN		2.11									
	CNAM Service, per line		UEPBX	NXECR		2.11									
	CNAM Service, per line		UEPPX	NXECR		2.11									
	CNAM Service, per line		UEPBX	NCACR		2.11									
	CNAM Service, per line		UEPPX	NCACR		2.11									
	CNAM Service, per line		UEPBX	NXM		2.11									

AT&T-9STATE LOCAL WHOLESALE COMPLETE SERVICES - North Carolina										PRICING SCHEDULE					
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	Ordering Interface Rates (\$)			
						Rec	Nonrecurring		Nonrecurring Disconnect		SOME C	SOMAN	SOMAN	SOMAN	SOMAN
						First	Add'l	First	Add'l						
<b>DAILY USAGE FILES TABLE A (Provided Local Service Ratio is met)</b>															
	<b>ACCESS DAILY USAGE FILE (ADUF)</b>														
	ADUF: Message Processing, per message					0.001825									
	ADUF: Data Transmission (CONNECT:DIRECT), per message					0.0001215									
	<b>OPTIONAL DAILY USAGE FILE (ODUF)</b>														
	ODUF: Recording, per message					0.0000117									
	ODUF: Message Processing, per message					0.002446									
	ODUF: Message Processing, per Magnetic Tape provisioned					35.54									
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00004									
<b>DAILY USAGE FILES TABLE B</b>															
	<b>ACCESS DAILY USAGE FILE (ADUF)</b>														
	ADUF: Message Processing, per message					0.01435									
	ADUF: Data Transmission (CONNECT:DIRECT), per message					0.0001277									
	<b>OPTIONAL DAILY USAGE FILE (ODUF)</b>														
	ODUF: Recording, per message					0.0003000									
	ODUF: Message Processing, per message					0.003200									
	ODUF: Message Processing, per Magnetic Tape provisioned					54.61									
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00004									
<b>ALTERNATELY BILLED TRAFFIC</b>															
	ABT, Billing and Collection Fee, per message					0.05									
<b>INDUSTRIAL VOICEMAIL</b>															
	Industrial Voicemail mailbox - Residence, per month		UEPRX	WVMRB		3.25									
	Industrial Voicemail mailbox - Residence with sub-mailbox, per month		UEPRX	WVMR1		3.25									
	Industrial Voicemail mailbox - Business, per month		UEPBX	WVMBB		6.00									
	Industrial Voicemail mailbox - Business with sub-mailbox, per month		UEPBX	WVMB1		6.00									
<b>AT&amp;T-9STATE LOCAL WHOLESALE COMPLETE SWITCH PORT USAGE</b>															
> AT&T-9STATE currently bills End Office Switching, Tandem Switching and Common Transport network elements during the origination or termination of an LWC call and depending on their use and the type of call. AT&T-9STATE plans to move to a single LWC Usage, listed as Local Wholesale Complete Usage, per MOU in this rate exhibit. Moving to this single rate requires AT&T Billing System modifications. When those modifications are complete, then AT&T shall notify CARRIER, and the single LWC Usage rate shall apply going forward.															
	<b>End Office Switching (Port Usage)</b>														
	End Office Switching Function, Per MOU					0.0015									
	End Office Trunk Port - Shared, Per MOU					0.00023									
	<b>Tandem Switching (Port Usage) (Local or Access Tandem)</b>														
	Tandem Switching Function Per MOU					0.0006									
	Tandem Trunk Port - Shared, Per MOU					0.0003									
	<b>Melded Factor: 41.03% of the Tandem Rate</b>														
	Tandem Switching Function Per MOU (Melded)					0.00024618									
	Tandem Trunk Port - Shared, Per MOU (Melded)					0.00012309									
	<b>Common Transport</b>														
	Common Transport - Per Mile, Per MOU					0.00001									
	Common Transport - Facilities Termination Per MOU					0.00034									
	<b>Local Wholesale Complete Usage</b>														
	Local Wholesale Complete, per MOU					0.002									
<b>AT&amp;T-9STATE LOCAL WHOLESALE COMPLETE SERVICES</b>															
> For New Installations the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Conversions, the Nonrecurring charges are listed in the NRC - Conversion section. Additional NRCs may apply also and are categorized accordingly.															
> AT&T-9STATE Local Wholesale Complete Coin previously had a flat-rate Usage rate element. This rate no longer applies and therefore it has a rate of \$0.00. AT&T-9STATE Local Wholesale Complete Coin Usage will be billed based on the Usage Rates listed above in the AT&T-9STATE Local Wholesale Complete Switch Port Usage section of this rate exhibit.															
<b>LOCAL WHOLESALE COMPLETE (RES)</b>															
<b>Loop Rates</b>															
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPRX	UEPLX		10.75									
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPRX	UEPLX		19.05									
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPRX	UEPLX		30.33									
<b>2-Wire Voice Grade Line Port (Res)</b>															

AT&T-9STATE LOCAL WHOLESALE COMPLETE SERVICES - North Carolina										PRICING SCHEDULE		Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st		Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
					Rec	Nonrecurring								Nonrecurring Disconnect	
						First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN		
	2-Wire voice port - residence		UEPRX	UEPRL	9.28	33.56	11.97								
	2-Wire voice port with Caller ID - res		UEPRX	UEPRC	9.28	33.56	11.97								
	2-Wire voice port outgoing only - res		UEPRX	UEPRO	9.28	33.56	11.97								
	2-Wire voice res, low usage line port with Caller ID		UEPRX	UEPAP	9.28	33.56	11.97								
	2-Wire voice North Carolina port without Caller ID capability - res		UEPRX	UEPRZ	9.28	33.56	11.97								
	2-Wire voice North Carolina port with Caller ID capability - res		UEPRX	UEPRY	9.28	33.56	11.97								
	2-Wire voice Low Usage Line Port without Caller ID Capability		UEPRX	UEPRT	9.28	33.56	11.97								
<b>FEATURES</b>															
	All Features Offered		UEPRX	UEPVF	3.40	0.00	0.00								
<b>NONRECURRING CHARGES - CONVERSION</b>															
	Local Wholesale Complete - Switch-As-Is		UEPRX	USAC2		10.00	10.00								
	Local Wholesale Complete - Switch with Change		UEPRX	USACC		10.00	10.00								
	Local Wholesale Complete - Installation Charge at QuickService location - Not Conversion of Existing Service		UEPRX	URECC		10.00									
<b>ADDITIONAL NRCs</b>															
	Local Wholesale Complete - Subsequent		UEPRX	USAS2		0.00	0.00								
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPRX	URETL		8.33	0.83								
<b>OFF/ON PREMISES EXTENSION CHANNELS</b>															
	2 Wire Analog Voice Grade Extension Loop – Non-Design	1	UEPRX	UEAEN	12.11	57.99	42.37								
	2 Wire Analog Voice Grade Extension Loop – Non-Design	2	UEPRX	UEAEN	21.24	57.99	42.37								
	2 Wire Analog Voice Grade Extension Loop – Non-Design	3	UEPRX	UEAEN	33.65	57.99	42.37								
	2 Wire Analog Voice Grade Extension Loop – Design	1	UEPRX	UEAED	14.97	142.97	106.56								
	2 Wire Analog Voice Grade Extension Loop – Design	2	UEPRX	UEAED	25.93	142.97	106.56								
	2 Wire Analog Voice Grade Extension Loop – Design	3	UEPRX	UEAED	40.81	142.97	106.56								
<b>INTEROFFICE TRANSPORT</b>															
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination		UEPRX	U1TV2	18.00	137.48	52.58								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile		UEPRX	U1TVM	0.0125	0.00	0.00								
<b>INSIDE WIRE MAINTENANCE</b>															
	Inside Wire Maintenance Plan		UEPRX	SEQ1X	4.50										
<b>LOCAL WHOLESALE COMPLETE (BUS)</b>															
<b>Loop Rates</b>															
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPBX	UEPLX	10.75										
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPBX	UEPLX	19.05										
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPBX	UEPLX	30.33										
<b>2-Wire Voice Grade Line Port (Bus)</b>															
	2-Wire voice port without Caller ID - bus		UEPBX	UEPBL	12.28	53.56	18.13								
	2-Wire voice port with Caller + E484 ID - bus		UEPBX	UEPBC	12.28	53.56	18.13								
	2-Wire voice port outgoing only - bus		UEPBX	UEPBO	12.28	53.56	18.13								
	2-Wire voice incoming only port with Caller ID - Bus		UEPBX	UEPB1	12.28	53.56	18.13								
	2-Wire voice Incoming Only Port without Caller ID Capability		UEPBX	UEPBE	12.28	53.56	18.13								
<b>FEATURES</b>															
	All Features Offered		UEPBX	UEPVF	3.40	0.00	0.00								
<b>NONRECURRING CHARGES - CONVERSION</b>															
	Local Wholesale Complete - Switch-As-Is		UEPBX	USAC2		10.00	10.00								
	Local Wholesale Complete - Switch with Change		UEPBX	USACC		10.00	10.00								
<b>ADDITIONAL NRCs</b>															
	Local Wholesale Complete - Subsequent		UEPBX	USAS2		0.00	0.00								
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPBX	URETL		8.33	0.83								
<b>OFF/ON PREMISES EXTENSION CHANNELS</b>															
	2 Wire Analog Voice Grade Extension Loop – Non-Design	1	UEPBX	UEAEN	12.11	57.99	42.37								
	2 Wire Analog Voice Grade Extension Loop – Non-Design	2	UEPBX	UEAEN	21.24	57.99	42.37								
	2 Wire Analog Voice Grade Extension Loop – Non-Design	3	UEPBX	UEAEN	33.65	57.99	42.37								
	2 Wire Analog Voice Grade Extension Loop – Design	1	UEPBX	UEAED	14.97	142.97	106.56								
	2 Wire Analog Voice Grade Extension Loop – Design	2	UEPBX	UEAED	25.93	142.97	106.56								
	2 Wire Analog Voice Grade Extension Loop – Design	3	UEPBX	UEAED	40.81	142.97	106.56								
<b>INTEROFFICE TRANSPORT</b>															



AT&T-9STATE LOCAL WHOLESALE COMPLETE SERVICES - North Carolina												PRICING SCHEDULE			
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
					Rec	Nonrecurring		Nonrecurring Disconnect							
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination		UEPBX	U1TV2	18.00	137.48	52.58								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile		UEPBX	U1TVM	0.0125	0.00	0.00								
	<b>INSIDE WIRE MAINTENANCE</b>														
	Inside Wire Maintenance Plan		UEPBX	SEQ1X	4.50										
	<b>LOCAL WHOLESALE COMPLETE (RES - PBX)</b>														
	<b>Loop Rates</b>														
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPRG	UEPLX	10.75										
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPRG	UEPLX	19.05										
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPRG	UEPLX	30.33										
	<b>2-Wire Voice Grade Line Port Rates (RES - PBX)</b>														
	2-Wire voice 2-Way PBX Trunk Port - Res		UEPRG	UEPRD	9.28	53.56	18.13								
	<b>FEATURES</b>														
	All Features Offered		UEPRG	UEPVF	3.40	0.00	0.00								
	<b>NONRECURRING CHARGES - CONVERSION</b>														
	Local Wholesale Complete - Switch-As-Is		UEPRG	USAC2		10.00	10.00								
	Local Wholesale Complete - Switch with Change		UEPRG	USACC		10.00	10.00								
	<b>ADDITIONAL NRCs</b>														
	Local Wholesale Complete - Subsequent		UEPRG	USAS2		0.00	0.00								
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group					14.64	14.64								
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPRG	URETL		8.33	0.83								
	<b>OFF/ON PREMISES EXTENSION CHANNELS</b>														
	Local Channel Voice grade, per termination	1	UEPRG	P2JHX	14.97	142.97	106.56								
	Local Channel Voice grade, per termination	2	UEPRG	P2JHX	25.93	142.97	106.56								
	Local Channel Voice grade, per termination	3	UEPRG	P2JHX	40.81	142.97	106.56								
	Non-Wire Direct Serve Channel Voice Grade	1	UEPRG	SDD2X	14.62	252.06	109.08								
	Non-Wire Direct Serve Channel Voice Grade	2	UEPRG	SDD2X	23.86	126.03	54.54								
	Non-Wire Direct Serve Channel Voice Grade	3	UEPRG	SDD2X	36.40	126.03	54.54								
	<b>INTEROFFICE TRANSPORT</b>														
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination		UEPRG	U1TV2	18.00	137.48	52.58								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile		UEPRG	U1TVM	0.0125	0.00	0.00								
	<b>LOCAL WHOLESALE COMPLETE (BUS - PBX)</b>														
	<b>Loop Rates</b>														
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPPX	UEPLX	10.75										
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPPX	UEPLX	19.05										
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPPX	UEPLX	30.33										
	<b>2-Wire Voice Grade Line Port Rates (BUS - PBX)</b>														
	Line Side Combination 2-Way PBX Trunk Port - Bus		UEPPX	UEPPC	12.28	53.56	18.13								
	Line Side Outward PBX Trunk Port - Bus		UEPPX	UEPPO	12.28	53.56	18.13								
	Line Side Incoming PBX Trunk Port - Bus		UEPPX	UEPP1	12.28	53.56	18.13								
	2-Wire Voice PBX LD Terminal Ports		UEPPX	UEPLD	12.28	53.56	18.13								
	2-Wire Voice 2-Way Combination PBX Usage Port		UEPPX	UEPXA	12.28	53.56	18.13								
	2-Wire Voice PBX Toll Terminal Hotel Ports		UEPPX	UEPXB	12.28	53.56	18.13								
	2-Wire Voice PBX LD DDD Terminals Port		UEPPX	UEPXC	12.28	53.56	18.13								
	2-Wire Voice PBX LD Terminal Switchboard Port		UEPPX	UEPXD	12.28	53.56	18.13								
	2-Wire Voice PBX LD Terminal Switchboard IDD Capable Port		UEPPX	UEPXE	12.28	53.56	18.13								
	2-Wire Voice 1-Way Outgoing PBX Measured Port		UEPPX	UEPXS	12.28	53.56	18.13								
	<b>FEATURES</b>														
	All Features Offered		UEPPX	UEPVF	3.40	0.00	0.00								
	<b>NONRECURRING CHARGES - CONVERSION</b>														
	Local Wholesale Complete - Switch-As-Is		UEPPX	USAC2		10.00	10.00								
	Local Wholesale Complete - Switch with Change		UEPPX	USACC		10.00	10.00								
	<b>ADDITIONAL NRCs</b>														
	Local Wholesale Complete - Subsequent		UEPPX	USAS2		0.00	0.00								
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group					14.64	14.64								

AT&T-9STATE LOCAL WHOLESALE COMPLETE SERVICES - North Carolina										PRICING SCHEDULE					
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
					Rec	Nonrecurring		Nonrecurring Disconnect							Ordering Interface Rates (\$)
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPPX	URETL		8.33	0.83								
<b>OFF/ON PREMISES EXTENSION CHANNELS</b>															
	Local Channel Voice grade, per termination	1	UEPPX	P2JHX	14.97	142.97	106.56								
	Local Channel Voice grade, per termination	2	UEPPX	P2JHX	25.93	142.97	106.56								
	Local Channel Voice grade, per termination	3	UEPPX	P2JHX	40.81	142.97	106.56								
	Non-Wire Direct Serve Channel Voice Grade	1	UEPPX	SDD2X	14.62	252.06	109.08								
	Non-Wire Direct Serve Channel Voice Grade	2	UEPPX	SDD2X	23.86	126.03	54.54								
	Non-Wire Direct Serve Channel Voice Grade	3	UEPPX	SDD2X	36.40	126.03	54.54								
<b>INTEROFFICE TRANSPORT</b>															
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination		UEPPX	U1TV2	18.00	137.48	52.58								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile		UEPPX	U1TVM	0.0125	0.00	0.00								
<b>LOCAL WHOLESALE COMPLETE (COIN)</b>															
<b>Loop Rates</b>															
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPCO	UEPLX	10.75										
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPCO	UEPLX	19.05										
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPCO	UEPLX	30.33										
<b>2-Wire Voice Grade Line Port Rates (Coin)</b>															
	2-Wire Coin 2-Way without Operator Screening and without Blocking (NC)		UEPCO	UEPND	12.28	53.56	18.13								
	2-Wire Coin 2-Way with Operator Screening (NC)		UEPCO	UEPNC	12.28	53.56	18.13								
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (NC, TN)		UEPCO	UEPRP	12.28	53.56	18.13								
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (NC)		UEPCO	UEPNB	12.28	53.56	18.13								
	2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (NC, TN)		UEPCO	UEPCA	12.28	53.56	18.13								
	2-Wire Coin Outward with Operator Screening and 011 Blocking (NC)		UEPCO	UEPNE	12.28	53.56	18.13								
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (NC)		UEPCO	UEPCL	12.28	53.56	18.13								
	Coin Usage (Obsolete Rate Element)		UEPCO	URECU	0.00										
<b>NONRECURRING CHARGES - CONVERSION</b>															
	Local Wholesale Complete - Switch-As-Is		UEPCO	USAC2		10.00	10.00								
	Local Wholesale Complete - Switch with Change		UEPCO	USACC		10.00	10.00								
<b>ADDITIONAL NRCs</b>															
	Local Wholesale Complete - Subsequent		UEPCO	USAS2		0.00	0.00								
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPCO	URETL		8.33	0.83								

AT&T-9STATE LOCAL WHOLESALE COMPLETE SERVICES - South Carolina										PRICING SCHEDULE					
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
					Rec	Nonrecurring		Nonrecurring Disconnect							Ordering Interface Rates (\$)
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	
<b>ORDERING INTERFACES</b>															
	Electronic Service order Charge, Per Local Service Request (LSR)				SOME C	3.50	0.00	3.50	0.00						
	Manual Service Order Charge, Per Local Service Request (LSR)				SOMAN	15.69	0.00	1.97	0.00						
<b>LINE INFORMATION DATA BASE ACCESS (LIDB)</b>															
	LIDB Common Transport Per Query					0.0003									
	LIDB Validation Per Query		OQV	BHML1		0.035378									
	LIDB Originating Point Code Establishment or Change		OQV	NRBPX		91.00		42.18							
<b>BRANDING - DIRECTORY ASSISTANCE</b>															
<b>Wholesale CLEC</b>															
	Recording of DA Custom Branded Announcement					3,000.00	3,000.00								
	Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00								
<b>Unbranding via OLNS for Wholesale CLEC</b>															
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00								
	Loading of DA per Switch per OCN					16.00	16.00								
<b>DIRECTORY ASSISTANCE SERVICES</b>															
<b>DIRECTORY ASSISTANCE ACCESS SERVICE</b>															
	Directory Assistance Access Service Calls, Charge Per Call					0.275									
<b>DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)</b>															
	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					0.10									
<b>BRANDING - OPERATOR CALL PROCESSING</b>															
<b>Wholesale CLEC</b>															
	Recording of Custom Branded OA Announcement					7,000.00	7,000.00								
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00								
<b>Unbranding via OLNS for Wholesale CLEC</b>															
	Loading of OA per OCN (Regional)					1,200.00	1,200.00								
<b>INWARD OPERATOR SERVICES</b>															
	Inward Operator Services - Verification, Per Minute					1.15									
	Inward Operator Services - Verification and Emergency Interrupt - Per Minute					1.15									
<b>OPERATOR CALL PROCESSING</b>															
	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					1.20									
	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					1.24									
	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					0.20									
	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.20									
	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.20									
<b>CALLING NAME (CNAM) SERVICE</b>															
	CNAM Service, per line		UEPBX	N1ACR		2.11									
	CNAM Service, per line		UEPPX	N1ACR		2.11									
	CNAM Service, per line		UEPRX	NXMCR		2.11									
	CNAM Service, per line		UEPBX	NXMCR		2.11									
	CNAM Service, per line		UEPRG	NXMCR		2.11									
	CNAM Service, per line		UEPPX	NXMCR		2.11									
	CNAM Service, per line		UEPRX	NXMMN		2.11									
	CNAM Service, per line		UEPBX	NXMMN		2.11									
	CNAM Service, per line		UEPRG	NXMMN		2.11									
	CNAM Service, per line		UEPPX	NXMMN		2.11									
	CNAM Service, per line		UEPBX	NXECR		2.11									
	CNAM Service, per line		UEPPX	NXECR		2.11									
	CNAM Service, per line		UEPBX	NCACR		2.11									
	CNAM Service, per line		UEPPX	NCACR		2.11									

AT&T-9STATE LOCAL WHOLESALE COMPLETE SERVICES - South Carolina										PRICING SCHEDULE					
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	Ordering Interface Rates (\$)			
												Rec	Nonrecurring		Nonrecurring Disconnect
						First	Add'l	First	Add'l						
<b>DAILY USAGE FILES TABLE A (Provided Local Service Ratio is met)</b>															
	<b>ACCESS DAILY USAGE FILE (ADUF)</b>														
	ADUF: Message Processing, per message				0.001856										
	ADUF: Data Transmission (CONNECT:DIRECT), per message				0.00001251										
	<b>OPTIONAL DAILY USAGE FILE (ODUF)</b>														
	ODUF: Recording, per message				0.00002160										
	ODUF: Message Processing, per message				0.002508										
	ODUF: Message Processing, per Magnetic Tape provisioned				48.87										
	ODUF: Data Transmission (CONNECT:DIRECT), per message				0.00010863										
<b>DAILY USAGE FILES TABLE B</b>															
	<b>ACCESS DAILY USAGE FILE (ADUF)</b>														
	ADUF: Message Processing, per message				0.008061										
	ADUF: Data Transmission (CONNECT:DIRECT), per message				0.00013036										
	<b>OPTIONAL DAILY USAGE FILE (ODUF)</b>														
	ODUF: Recording, per message				0.0000216										
	ODUF: Message Processing, per message				0.004704										
	ODUF: Message Processing, per Magnetic Tape provisioned				48.87										
	ODUF: Data Transmission (CONNECT:DIRECT), per message				0.00010863										
<b>ALTERNATELY BILLED TRAFFIC</b>															
	ABT, Billing and Collection Fee, per message				0.05										
<b>INDUSTRIAL VOICEMAIL</b>															
	Industrial Voicemail mailbox - Residence, per month		UEPRX	WVMRB	3.25										
	Industrial Voicemail mailbox - Residence with sub-mailbox, per month		UEPRX	WVMR1	3.25										
	Industrial Voicemail mailbox - Business, per month		UEPBX	WVMBB	6.00										
	Industrial Voicemail mailbox - Business with sub-mailbox, per month		UEPBX	WVMB1	6.00										
<b>AT&amp;T-9STATE LOCAL WHOLESALE COMPLETE SWITCH PORT USAGE</b>															
> AT&T-9STATE currently bills End Office Switching, Tandem Switching and Common Transport network elements during the origination or termination of an LWC call and depending on their use and the type of call. AT&T-9STATE plans to move to a single LWC Usage, listed as Local Wholesale Complete Usage, per MOU in this rate exhibit. Moving to this single rate requires AT&T Billing System modifications. When those modifications are complete, then AT&T shall notify CARRIER, and the single LWC Usage rate shall apply going forward.															
	<b>End Office Switching (Port Usage)</b>														
	End Office Switching Function, Per MOU				0.0010519										
	End Office Trunk Port - Shared, Per MOU				0.0002136										
	<b>Tandem Switching (Port Usage) (Local or Access Tandem)</b>														
	Tandem Switching Function Per MOU				0.0001634										
	Tandem Trunk Port - Shared, Per MOU				0.0002863										
	<b>Melded Factor: 30.30% of the Tandem Rate</b>														
	Tandem Switching Function Per MOU (Melded)				0.00004951										
	Tandem Trunk Port - Shared, Per MOU (Melded)				0.000086749										
	<b>Common Transport</b>														
	Common Transport - Per Mile, Per MOU				0.0000045										
	Common Transport - Facilities Termination Per MOU				0.0004095										
	<b>Local Wholesale Complete Usage</b>														
	Local Wholesale Complete, per MOU				0.002										
<b>AT&amp;T-9STATE LOCAL WHOLESALE COMPLETE SERVICES</b>															
> For New Installations the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Conversions, the Nonrecurring charges are listed in the NRC - Conversion section. Additional NRCs may apply also and are categorized accordingly.															
> AT&T-9STATE Local Wholesale Complete Coin previously had a flat-rate Usage rate element. This rate no longer applies and therefore it has a rate of \$0.00. AT&T-9STATE Local Wholesale Complete Coin Usage will be billed based on the Usage Rates listed above in the AT&T-9STATE Local Wholesale Complete Switch Port Usage section of this rate exhibit.															
<b>LOCAL WHOLESALE COMPLETE (RES)</b>															
<b>Loop Rates</b>															
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPRX	UEPLX	13.76										
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPRX	UEPLX	20.38										
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPRX	UEPLX	26.04										
	<b>2-Wire Voice Grade Line Port (Res)</b>														
	2-Wire voice port - residence		UEPRX	UEPRL	8.13	34.08	15.34								
	2-Wire voice port with Caller ID - res		UEPRX	UEPRC	8.13	34.08	15.34								

AT&T-9STATE LOCAL WHOLESALE COMPLETE SERVICES - South Carolina										PRICING SCHEDULE		Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st		Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
					Rec	Nonrecurring		Nonrecurring Disconnect							
						First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire voice port outgoing only - res		UEPRX	UEPRO	8.13	34.08	15.34								
	2-Wire voice South Carolina extended local dialing parity port with Caller ID - res		UEPRX	UEPAU	8.13	34.08	15.34								
	2-Wire voice South Carolina Area Calling port with Caller ID - res		UEPRX	UEPAJ	8.13	34.08	15.34								
	2-Wire voice res, low usage line port with Caller ID		UEPRX	UEPAP	8.13	34.08	15.34								
	2-Wire voice Low Usage Line Port without Caller ID Capability		UEPRX	UEPRT	8.13	34.08	15.34								
	2-Wire Voice South Carolina Residence Dialing Plan without Caller ID		UEPRX	UEPWL	8.13	34.08	15.34								
	2-Wire voice South Carolina Area Calling Port without Caller ID Capability		UEPRX	UEPRS	8.13	34.08	15.34								
	<b>FEATURES</b>														
	All Features Offered		UEPRX	UEPVF	3.04	0.00	0.00								
	<b>NONRECURRING CHARGES - CONVERSION</b>														
	Local Wholesale Complete - Switch-As-Is		UEPRX	USAC2		10.00	10.00								
	Local Wholesale Complete - Switch with Change		UEPRX	USACC		10.00	10.00								
	Local Wholesale Complete - Installation Charge at QuickService location - Not Conversion of Existing Service		UEPRX	URECC		10.00									
	<b>ADDITIONAL NRCs</b>														
	Local Wholesale Complete - Subsequent		UEPRX	USAS2		0.00	0.00								
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPRX	URETL		8.33	0.83								
	<b>OFF/ON PREMISES EXTENSION CHANNELS</b>														
	2 Wire Analog Voice Grade Extension Loop - Non-Design	1	UEPRX	UEAEN	14.94	37.92	17.62								
	2 Wire Analog Voice Grade Extension Loop - Non-Design	2	UEPRX	UEAEN	21.39	37.92	17.62								
	2 Wire Analog Voice Grade Extension Loop - Non-Design	3	UEPRX	UEAEN	26.72	37.92	17.62								
	2 Wire Analog Voice Grade Extension Loop - Design	1	UEPRX	UEAED	16.68	105.98	68.43								
	2 Wire Analog Voice Grade Extension Loop - Design	2	UEPRX	UEAED	23.13	105.98	68.43								
	2 Wire Analog Voice Grade Extension Loop - Design	3	UEPRX	UEAED	28.46	105.98	68.43								
	<b>INTEROFFICE TRANSPORT</b>														
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination		UEPRX	U1TV2	24.30	40.63	27.47								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile		UEPRX	U1TVM	0.0167	0.00	0.00								
	<b>INSIDE WIRE MAINTENANCE</b>														
	Inside Wire Maintenance Plan		UEPRX	SEQ1X	4.50										
	<b>LOCAL WHOLESALE COMPLETE (BUS)</b>														
	<b>Loop Rates</b>														
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPBX	UEPLX		13.76									
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPBX	UEPLX		20.38									
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPBX	UEPLX		26.04									
	<b>2-Wire Voice Grade Line Port (Bus)</b>														
	2-Wire voice port without Caller ID - bus		UEPBX	UEPBL	11.13	54.53	22.15								
	2-Wire voice port with Caller + E484 ID - bus		UEPBX	UEPBC	11.13	54.53	22.15								
	2-Wire voice port outgoing only - bus		UEPBX	UEPBO	11.13	54.53	22.15								
	2-Wire voice South Carolina extended local dialing parity port with Caller ID - bus		UEPBX	UEPAZ	11.13	54.53	22.15								
	2-Wire voice South Carolina Bus Area Calling Port with Caller ID		UEPBX	UEPAB	11.13	54.53	22.15								
	2-Wire voice Incoming Only Port without Caller ID Capability		UEPBX	UEPBE	11.13	54.53	22.15								
	2-Wire voice South Carolina Business Dialing Plan without Caller ID		UEPBX	UEPWM	11.13	54.53	22.15								
	2-Wire voice South Carolina Business Area Calling Port without Caller ID Capability		UEPBX	UEPBB	11.13	54.53	22.15								
	<b>FEATURES</b>														
	All Features Offered		UEPBX	UEPVF	3.04	0.00	0.00								
	<b>NONRECURRING CHARGES - CONVERSION</b>														
	Local Wholesale Complete - Switch-As-Is		UEPBX	USAC2		10.00	10.00								
	Local Wholesale Complete - Switch with Change		UEPBX	USACC		10.00	10.00								
	<b>ADDITIONAL NRCs</b>														
	Local Wholesale Complete - Subsequent		UEPBX	USAS2		0.00	0.00								

AT&T-9STATE LOCAL WHOLESALE COMPLETE SERVICES - South Carolina										PRICING SCHEDULE				
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
					Rec	Nonrecurring		Nonrecurring Disconnect						
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPBX	URETL		8.33	0.83							
<b>OFF/ON PREMISES EXTENSION CHANNELS</b>														
	2 Wire Analog Voice Grade Extension Loop – Non-Design	1	UEPBX	UEAEN	14.94	37.92	17.62							
	2 Wire Analog Voice Grade Extension Loop – Non-Design	2	UEPBX	UEAEN	21.39	37.92	17.62							
	2 Wire Analog Voice Grade Extension Loop – Non-Design	3	UEPBX	UEAEN	26.72	37.92	17.62							
	2 Wire Analog Voice Grade Extension Loop – Design	1	UEPBX	UEAED	16.68	105.98	68.43							
	2 Wire Analog Voice Grade Extension Loop – Design	2	UEPBX	UEAED	23.13	105.98	68.43							
	2 Wire Analog Voice Grade Extension Loop – Design	3	UEPBX	UEAED	28.46	105.98	68.43							
<b>INTEROFFICE TRANSPORT</b>														
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination		UEPBX	U1TV2	24.30	40.63	27.47							
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile		UEPBX	U1TVM	0.0167	0.00	0.00							
<b>INSIDE WIRE MAINTENANCE</b>														
	Inside Wire Maintenance Plan		UEPBX	SEQ1X	4.50									
<b>LOCAL WHOLESALE COMPLETE (RES - PBX)</b>														
<b>Loop Rates</b>														
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPRG	UEPLX	13.76									
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPRG	UEPLX	20.38									
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPRG	UEPLX	26.04									
<b>2-Wire Voice Grade Line Port Rates (RES - PBX)</b>														
	2-Wire voice 2-Way PBX Trunk Port - Res		UEPRG	UEPRD	8.13	54.53	22.15							
<b>FEATURES</b>														
	All Features Offered		UEPRG	UEPVF	3.04	0.00	0.00							
<b>NONRECURRING CHARGES - CONVERSION</b>														
	Local Wholesale Complete - Switch-As-Is		UEPRG	USAC2		10.00	10.00							
	Local Wholesale Complete - Switch with Change		UEPRG	USACC		10.00	10.00							
<b>ADDITIONAL NRCs</b>														
	Local Wholesale Complete - Subsequent		UEPRG	USAS2		0.00	0.00							
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group					14.64	14.64							
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPRG	URETL		8.33	0.83							
<b>OFF/ON PREMISES EXTENSION CHANNELS</b>														
	Local Channel Voice grade, per termination	1	UEPRG	P2JHX	16.68	105.98	68.43							
	Local Channel Voice grade, per termination	2	UEPRG	P2JHX	23.13	105.98	68.43							
	Local Channel Voice grade, per termination	3	UEPRG	P2JHX	28.46	105.98	68.43							
	Non-Wire Direct Serve Channel Voice Grade	1	UEPRG	SDD2X	17.74	131.88	62.06							
	Non-Wire Direct Serve Channel Voice Grade	2	UEPRG	SDD2X	25.16	65.94	31.03							
	Non-Wire Direct Serve Channel Voice Grade	3	UEPRG	SDD2X	29.58	65.94	31.03							
<b>INTEROFFICE TRANSPORT</b>														
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination		UEPRG	U1TV2	24.30	40.63	27.47							
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile		UEPRG	U1TVM	0.0167	0.00	0.00							
<b>LOCAL WHOLESALE COMPLETE (BUS - PBX)</b>														
<b>Loop Rates</b>														
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPPX	UEPLX	13.76									
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPPX	UEPLX	20.38									
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPPX	UEPLX	26.04									
<b>2-Wire Voice Grade Line Port Rates (BUS - PBX)</b>														
	Line Side Combination 2-Way PBX Trunk Port - Bus		UEPPX	UEPPC	11.13	54.53	22.15							
	Line Side Outward PBX Trunk Port - Bus		UEPPX	UEPPO	11.13	54.53	22.15							
	Line Side Incoming PBX Trunk Port - Bus		UEPPX	UEPP1	11.13	54.53	22.15							
	2-Wire Voice PBX LD Terminal Ports		UEPPX	UEPLD	11.13	54.53	22.15							
	2-Wire Voice 2-Way Combination PBX Usage Port		UEPPX	UEPXA	11.13	54.53	22.15							
	2-Wire Voice PBX Toll Terminal Hotel Ports		UEPPX	UEPXB	11.13	54.53	22.15							
	2-Wire Voice PBX LD DDD Terminals Port		UEPPX	UEPXC	11.13	54.53	22.15							
	2-Wire Voice PBX LD Terminal Switchboard Port		UEPPX	UEPXD	11.13	54.53	22.15							
	2-Wire Voice PBX LD Terminal Switchboard IDD Capable Port		UEPPX	UEPXE	11.13	54.53	22.15							

AT&T-9STATE LOCAL WHOLESALE COMPLETE SERVICES - South Carolina											PRICING SCHEDULE				
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
					Rec	Nonrecurring		Nonrecurring Disconnect							
						First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice 2-Way PBX South Carolina Area Plus Calling Port		UEPPX	UEPXT	11.13	54.53	22.15								
	<b>FEATURES</b>														
	All Features Offered		UEPPX	UEPVF	3.04	0.00	0.00								
	<b>NONRECURRING CHARGES - CONVERSION</b>														
	Local Wholesale Complete - Switch-As-Is		UEPPX	USAC2		10.00	10.00								
	Local Wholesale Complete - Switch with Change		UEPPX	USACC		10.00	10.00								
	<b>ADDITIONAL NRCs</b>														
	Local Wholesale Complete - Subsequent		UEPPX	USAS2		0.00	0.00								
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group					7.34	7.34								
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPPX	URETL		8.33	0.83								
	<b>OFF/ON PREMISES EXTENSION CHANNELS</b>														
	Local Channel Voice grade, per termination	1	UEPPX	P2JHX	16.68	105.98	68.43								
	Local Channel Voice grade, per termination	2	UEPPX	P2JHX	23.13	105.98	68.43								
	Local Channel Voice grade, per termination	3	UEPPX	P2JHX	28.46	105.98	68.43								
	Non-Wire Direct Serve Channel Voice Grade	1	UEPPX	SDD2X	17.74	131.88	62.06								
	Non-Wire Direct Serve Channel Voice Grade	2	UEPPX	SDD2X	25.16	65.94	31.03								
	Non-Wire Direct Serve Channel Voice Grade	3	UEPPX	SDD2X	29.58	65.94	31.03								
	<b>INTEROFFICE TRANSPORT</b>														
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination		UEPPX	U1TV2	24.30	40.63	27.47								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile		UEPPX	U1TVM	0.0167	0.00	0.00								
	<b>LOCAL WHOLESALE COMPLETE (COIN)</b>														
	<b>Loop Rates</b>														
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPCO	UEPLX	13.76										
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPCO	UEPLX	20.38										
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPCO	UEPLX	26.04										
	<b>2-Wire Voice Grade Line Port Rates (Coin)</b>														
	2-Wire Coin 2-Way without Operator Screening and without Blocking (SC)		UEPCO	UEPSD	11.13	54.53	22.15								
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS, SC)		UEPCO	UEPRA	11.13	54.53	22.15								
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (SC)		UEPCO	UEPSA	11.13	54.53	22.15								
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (SC)		UEPCO	UEPSH	11.13	54.53	22.15								
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking; with Dialing Parity (SC)		UEPCO	UEPSC	11.13	54.53	22.15								
	2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (SC)		UEPCO	UEPCC	11.13	54.53	22.15								
	2-Wire Coin 2-W Oper Screen & Blocking: 900/976, 1+DDD, 011+ & Local; Enhanced Calling OPT 3YV (SC)		UEPCO	UEPCE	11.13	54.53	22.15								
	2-Wire Coin 2-W Oper Screen & Block: 900/976, 1+DDD, 011+, & Local; Enhanced Calling OPT AP7 (SC)		UEPCO	UEPCF	11.13	54.53	22.15								
	2-Wire Coin Outward without Blocking and without Operator Screening (SC)		UEPCO	UEPSG	11.13	54.53	22.15								
	2-Wire Coin Outward with Operator Screening and 011 Blocking (SC)		UEPCO	UEPSF	11.13	54.53	22.15								
	2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (SC)		UEPCO	UEPSJ	11.13	54.53	22.15								
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (SC)		UEPCO	UEPCM	11.13	54.53	22.15								
	2-Wire Coin Out Oper Screen & Block: 900/976, 1+DDD, 011+, & Local ; w/ Enhanced Call OPT 3YW (SC)		UEPCO	UEPCP	11.13	54.53	22.15								
	Coin Usage (Obsolete Rate Element)		UEPCO	URECU	0.00										
	<b>NONRECURRING CHARGES - CONVERSION</b>														
	Local Wholesale Complete - Switch-As-Is		UEPCO	USAC2		10.00	10.00								
	Local Wholesale Complete - Switch with Change		UEPCO	USACC		10.00	10.00								

AT&T-9STATE LOCAL WHOLESALE COMPLETE SERVICES - South Carolina											PRICING SCHEDULE			
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	ADDITIONAL NRCs													
	Local Wholesale Complete - Subsequent		UEPCO	USAS2		0.00	0.00							
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPCO	URETL		8.33	0.83							



AT&T-9STATE LOCAL WHOLESALE COMPLETE SERVICES - Tennessee											PRICING SCHEDULE			
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
					Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First						
													SOMAN	SOMAN
<b>ORDERING INTERFACES</b>														
	Electronic Service order Charge, Per Local Service Request (LSR)			SOME C	3.50	0.00	3.50	0.00						
	Manual Service Order Charge, Per Local Service Request (LSR) ** See applicable rate element for SOMAN charge.			SOMAN										
<b>LINE INFORMATION DATA BASE ACCESS (LIDB)</b>														
	LIDB Common Transport Per Query				0.0003									
	LIDB Validation Per Query		OQV	BHML1	0.035378									
	LIDB Originating Point Code Establishment or Change		OQV	NRBPX	91.00									
<b>BRANDING - DIRECTORY ASSISTANCE</b>														
<b>Wholesale CLEC</b>														
	Recording of DA Custom Branded Announcement				3,000.00	3,000.00								
	Loading of DA Custom Branded Announcement per Switch per OCN				1,170.00	1,170.00								
<b>Unbranding via OLSN for Wholesale CLEC</b>														
	Loading of DA per OCN (1 OCN per Order)				420.00	420.00								
	Loading of DA per Switch per OCN				16.00	16.00								
<b>DIRECTORY ASSISTANCE SERVICES</b>														
<b>DIRECTORY ASSISTANCE ACCESS SERVICE</b>														
	Directory Assistance Access Service Calls, Charge Per Call				0.275									
<b>DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)</b>														
	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt				0.10									
<b>BRANDING - OPERATOR CALL PROCESSING</b>														
<b>Wholesale CLEC</b>														
	Recording of Custom Branded OA Announcement				7,000.00	7,000.00								
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN				500.00	500.00								
<b>Unbranding via OLSN for Wholesale CLEC</b>														
	Loading of OA per OCN (Regional)				1,200.00	1,200.00								
<b>INWARD OPERATOR SERVICES</b>														
	Inward Operator Services - Verification, Per Minute				1.15									
	Inward Operator Services - Verification and Emergency Interrupt - Per Minute				1.15									
<b>OPERATOR CALL PROCESSING</b>														
	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20									
	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24									
	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20									
	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20									
<b>CALLING NAME (CNAM) SERVICE</b>														
	CNAM Service, per line		UEPBX	N1ACR	2.11									
	CNAM Service, per line		UEPPX	N1ACR	2.11									
	CNAM Service, per line		UEPRX	NXMCR	2.11									
	CNAM Service, per line		UEPBX	NXMCR	2.11									
	CNAM Service, per line		UEPRG	NXMCR	2.11									
	CNAM Service, per line		UEPPX	NXMCR	2.11									
	CNAM Service, per line		UEPBX	NXMMN	2.11									
	CNAM Service, per line		UEPPX	NXMMN	2.11									
	CNAM Service, per line		UEPFB	NXECR	2.11									
	CNAM Service, per line		UEPBX	NXECR	2.11									
	CNAM Service, per line		UEPPX	NXECR	2.11									
	CNAM Service, per line		UEPBX	NCACR	2.11									
	CNAM Service, per line		UEPPX	NCACR	2.11									
<b>DAILY USAGE FILES TABLE A (Provided Local Service Ratio is met)</b>														
<b>ACCESS DAILY USAGE FILE (ADUF)</b>														
	ADUF: Message Processing, per message				0.0040000									

AT&T-9STATE LOCAL WHOLESALE COMPLETE SERVICES - Tennessee													
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)				PRICING SCHEDULE				
					Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOME C	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l
										Ordering Interface Rates (\$)			
										SOME C	SOMAN	SOMAN	SOMAN
	ADUF: Data Transmission (CONNECT:DIRECT), per message				0.00012147								
	<b>OPTIONAL DAILY USAGE FILE (ODUF)</b>												
	ODUF: Recording, per message				0.0000044								
	ODUF: Message Processing, per message				0.0027366								
	ODUF: Message Processing, per Magnetic Tape provisioned				52.75								
	ODUF: Data Transmission (CONNECT:DIRECT), per message				0.0000339								
	<b>DAILY USAGE FILES TABLE B</b>												
	<b>ACCESS DAILY USAGE FILE (ADUF)</b>												
	ADUF: Message Processing, per message				0.0158054								
	ADUF: Data Transmission (CONNECT:DIRECT), per message				0.00013870								
	<b>OPTIONAL DAILY USAGE FILE (ODUF)</b>												
	ODUF: Recording, per message				0.0000044								
	ODUF: Message Processing, per message				0.0027366								
	ODUF: Message Processing, per Magnetic Tape provisioned				52.75								
	ODUF: Data Transmission (CONNECT:DIRECT), per message				0.0000339								
	<b>ALTERNATELY BILLED TRAFFIC</b>												
	ABT, Billing and Collection Fee, per message				0.05								
	<b>INDUSTRIAL VOICEMAIL</b>												
	Industrial Voicemail mailbox - Residence, per month		UEPRX	WVMRB	3.25								
	Industrial Voicemail mailbox - Residence with sub-mailbox, per month		UEPRX	WVMR1	3.25								
	Industrial Voicemail mailbox - Business, per month		UEPBX	WVMBB	6.00								
	Industrial Voicemail mailbox - Business with sub-mailbox, per month		UEPBX	WVMB1	6.00								
	<b>AT&amp;T-9STATE LOCAL WHOLESALE COMPLETE SWITCH PORT USAGE</b>												
	> AT&T-9STATE currently bills End Office Switching, Tandem Switching and Common Transport network elements during the origination or termination of an LWC call and depending on their use and the type of call. AT&T-9STATE plans to move to a single LWC Usage, listed as Local Wholesale Complete Usage, per MOU in this rate exhibit. Moving to this single rate requires AT&T Billing System modifications. When those modifications are complete, then AT&T shall notify CARRIER, and the single LWC Usage rate shall apply going forward.												
	<b>End Office Switching (Port Usage)</b>												
	End Office Switching Function, Per MOU				0.0008041								
	<b>Tandem Switching (Port Usage) (Local or Access Tandem)</b>												
	Tandem Switching Function Per MOU				0.0009778								
	<b>Melded Factor: 38.90% of the Tandem Rate</b>												
	Tandem Switching Function Per MOU (Melded)				0.000380364								
	<b>Common Transport</b>												
	Common Transport - Per Mile, Per MOU				0.0000064								
	Common Transport - Facilities Termination Per MOU				0.0003871								
	<b>Local Wholesale Complete Usage</b>												
	Local Wholesale Complete, per MOU				0.002								
	<b>AT&amp;T-9STATE LOCAL WHOLESALE COMPLETE SERVICES</b>												
	> For New Installations the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Conversions, the Nonrecurring charges are listed in the NRC - Conversion section. Additional NRCs may apply also and are categor												
	> AT&T-9STATE Local Wholesale Complete Coin previously had a flat-rate Usage rate element. This rate no longer applies and therefore it has a rate of \$0.00. AT&T-9STATE Local Wholesale Complete Coin Usage will be billed based on the Usage Rates listed above in the AT&T-9STATE Local Wholesale Complete Switch Port Usage section of this rate exhibit.												
	<b>LOCAL WHOLESALE COMPLETE (RES)</b>												
	<b>Loop Rates</b>												
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPRX	UEPLX	12.48								
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPRX	UEPLX	16.31								
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPRX	UEPLX	21.32								
	<b>2-Wire Voice Grade Line Port (Res)</b>												
	2-Wire voice port - residence		UEPRX	UEPRL	8.70	34.86	15.12			30.89	7.03	0.00	0.00
	2-Wire voice port with Caller ID - res		UEPRX	UEPRC	8.70	34.86	15.12			30.89	7.03	0.00	0.00
	2-Wire voice port outgoing only - res		UEPRX	UEPRO	8.70	34.86	15.12			30.89	7.03	0.00	0.00
	2-Wire voice Tennessee extended local dialing parity port with Caller ID - res		UEPRX	UEPAQ	8.70	34.86	15.12			30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Area Plus with Caller ID - res		UEPRX	UEPAH	8.70	34.86	15.12			30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Area Calling port with Caller ID - res		UEPRX	UEPAK	8.70	34.86	15.12			30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Area Calling port with Caller ID - res		UEPRX	UEPAL	8.70	34.86	15.12			30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Area Calling port with Caller ID - res		UEPRX	UEPAM	8.70	34.86	15.12			30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Area Calling port with Caller ID - res		UEPRX	UEPAN	8.70	34.86	15.12			30.89	7.03	0.00	0.00

AT&T-9STATE LOCAL WHOLESALE COMPLETE SERVICES - Tennessee															
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)					PRICING SCHEDULE					
					Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
								First	Add'l						
	2-Wire voice Tennessee Area Calling port with Caller ID - res		UEPRX	UEPAO	8.70	34.86	15.12					30.89	7.03	0.00	0.00
	2-Wire voice res. low usage line port with Caller ID		UEPRX	UEPAP	8.70	34.86	15.12					30.89	7.03	0.00	0.00
	2-Wire voice Low Usage Line Port without Caller ID Capability		UEPRX	UEPRT	8.70	34.86	15.12					30.89	7.03	0.00	0.00
	2-Wire Voice Tennessee Residence Dialing Plan without Caller ID		UEPRX	UEPWN	8.70	34.86	15.12					30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Area Plus Port without Caller ID Capability		UEPRX	UEPRR	8.70	34.86	15.12					30.89	7.03	0.00	0.00
<b>FEATURES</b>															
	All Features Offered		UEPRX	UEPVF	0.00	0.00	0.00					30.89	7.03	0.00	0.00
<b>NONRECURRING CHARGES - CONVERSION</b>															
	Local Wholesale Complete - Switch-As-Is		UEPRX	USAC2		10.00	10.00					30.89	7.03	0.00	0.00
	Local Wholesale Complete - Switch with Change		UEPRX	USACC		10.00	10.00					30.89	7.03	0.00	0.00
	Local Wholesale Complete - Installation Charge at QuickService location - Not Conversion of Existing Service		UEPRX	URECC		10.00					15.69				
<b>ADDITIONAL NRCs</b>															
	Local Wholesale Complete - Subsequent		UEPRX	USAS2	0.00	0.00	0.00					7.97	0.00	0.00	0.00
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPRX	URETL		8.33	0.83					20.35	10.54	13.32	13.32
<b>OFF/ON PREMISES EXTENSION CHANNELS</b>															
	2 Wire Analog Voice Grade Extension Loop – Non-Design	1	UEPRX	UEAEN	11.74	31.99	20.02								
	2 Wire Analog Voice Grade Extension Loop – Non-Design	2	UEPRX	UEAEN	17.59	31.99	20.02								
	2 Wire Analog Voice Grade Extension Loop – Non-Design	3	UEPRX	UEAEN	29.37	31.99	20.02								
	2 Wire Analog Voice Grade Extension Loop – Design	1	UEPRX	UEAED	14.74	75.06	48.20								
	2 Wire Analog Voice Grade Extension Loop – Design	2	UEPRX	UEAED	22.08	75.06	48.20								
	2 Wire Analog Voice Grade Extension Loop – Design	3	UEPRX	UEAED	36.87	75.06	48.20								
<b>INTEROFFICE TRANSPORT</b>															
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination		UEPRX	U1TV2	18.58	55.39	17.37								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile		UEPRX	U1TVM	0.0174	0.00	0.00								
<b>INSIDE WIRE MAINTENANCE</b>															
	Inside Wire Maintenance Plan		UEPRX	SEQ1X	4.50										
<b>LOCAL WHOLESALE COMPLETE (BUS)</b>															
<b>Loop Rates</b>															
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPBX	UEPLX	12.48							0.00	0.00	0.00	0.00
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPBX	UEPLX	16.31							0.00	0.00	0.00	0.00
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPBX	UEPLX	21.32							0.00	0.00	0.00	0.00
<b>2-Wire Voice Grade Line Port (Bus)</b>															
	2-Wire voice port without Caller ID - bus		UEPBX	UEPBL	11.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire voice port with Caller + E484 ID - bus		UEPBX	UEPBC	11.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire voice port outgoing only - bus		UEPBX	UEPBO	11.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire voice Tennessee extended local dialing parity port with Caller ID - bus		UEPBX	UEPAV	11.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire voice incoming only port with Caller ID - Bus		UEPBX	UEPB1	11.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Bus 2-Way Area Calling Port Economy Option		UEPBX	UEPAC	11.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Bus 2-Way Area Calling Port Standard Option		UEPBX	UEPAD	11.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Bus 2-Way Collierville and Memphis Local Calling Port (B2F)		UEPBX	UEPAE	11.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire voice Incoming Only Port without Caller ID Capability		UEPBX	UEPBE	11.70	49.14	26.04					30.89	7.03	0.00	0.00
	2-Wire voice Tennessee Business Dialing Plan without Caller ID		UEPBX	UEPWO	11.70	49.14	26.04					30.89	7.03	0.00	0.00
<b>FEATURES</b>															
	All Features Offered		UEPBX	UEPVF	0.00	0.00	0.00					30.89	7.03	0.00	0.00
<b>NONRECURRING CHARGES - CONVERSION</b>															
	Local Wholesale Complete - Switch-As-Is		UEPBX	USAC2		10.00	10.00					30.89	7.03	0.00	0.00
	Local Wholesale Complete - Switch with Change		UEPBX	USACC		10.00	10.00					30.89	7.03	0.00	0.00
<b>ADDITIONAL NRCs</b>															
	Local Wholesale Complete - Subsequent		UEPBX	USAS2	0.00	0.00	0.00					7.97	0.00	0.00	0.00
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPBX	URETL		8.33	0.83					20.35	10.54	13.32	13.32
<b>OFF/ON PREMISES EXTENSION CHANNELS</b>															
	2 Wire Analog Voice Grade Extension Loop – Non-Design	1	UEPBX	UEAEN	11.74	31.99	20.02								

AT&T-9STATE LOCAL WHOLESALE COMPLETE SERVICES - Tennessee												PRICING SCHEDULE			
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
					Rec	Nonrecurring First	Add'l							Nonrecurring Disconnect First	Add'l
												Ordering Interface Rates (\$)			
												SOME C	SOMAN	SOMAN	SOMAN
	2 Wire Analog Voice Grade Extension Loop – Non-Design	2	UEPBX	UEAEN	17.59	31.99	20.02								
	2 Wire Analog Voice Grade Extension Loop – Non-Design	3	UEPBX	UEAEN	29.37	31.99	20.02								
	2 Wire Analog Voice Grade Extension Loop – Design	1	UEPBX	UEAED	14.74	75.06	48.20								
	2 Wire Analog Voice Grade Extension Loop – Design	2	UEPBX	UEAED	22.08	75.06	48.20								
	2 Wire Analog Voice Grade Extension Loop – Design	3	UEPBX	UEAED	36.87	75.06	48.20								
<b>INTEROFFICE TRANSPORT</b>															
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination		UEPBX	U1TV2	18.58	55.39	17.37								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile		UEPBX	U1TVM	0.0174	0.00	0.00								
<b>INSIDE WIRE MAINTENANCE</b>															
	Inside Wire Maintenance Plan		UEPBX	SEQ1X	4.50										
<b>LOCAL WHOLESALE COMPLETE (RES - PBX)</b>															
<b>Loop Rates</b>															
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPRG	UEPLX	12.48										
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPRG	UEPLX	16.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPRG	UEPLX	21.32										
<b>2-Wire Voice Grade Line Port Rates (RES - PBX)</b>															
	2-Wire voice 2-Way PBX Trunk Port - Res		UEPRG	UEPRD	8.70	49.14	26.04			30.89	7.03	0.00	0.00		
<b>FEATURES</b>															
	All Features Offered		UEPRG	UEPVF	0.00	0.00	0.00			30.89	7.03	0.00	0.00		
<b>NONRECURRING CHARGES - CONVERSION</b>															
	Local Wholesale Complete - Switch-As-Is		UEPRG	USAC2		10.00	10.00			30.89	7.03	0.00	0.00		
	Local Wholesale Complete - Switch with Change		UEPRG	USACC		10.00	10.00			30.89	7.03	0.00	0.00		
<b>ADDITIONAL NRCs</b>															
	Local Wholesale Complete - Subsequent		UEPRG	USAS2	0.00	0.00	0.00			7.97	0.00	0.00	0.00		
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group					14.64	14.64								
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPRG	URETL		8.33	0.83			20.35	10.54	13.32	13.32		
<b>OFF/ON PREMISES EXTENSION CHANNELS</b>															
	Local Channel Voice grade, per termination	1	UEPRG	P2JHX	14.74	75.06	48.20								
	Local Channel Voice grade, per termination	2	UEPRG	P2JHX	22.08	75.06	48.20								
	Local Channel Voice grade, per termination	3	UEPRG	P2JHX	36.87	75.06	48.20								
	Non-Wire Direct Serve Channel Voice Grade	SW	UEPRG	SDD2X	10.02	148.84	112.34								
<b>INTEROFFICE TRANSPORT</b>															
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination		UEPRG	U1TV2	18.58	55.39	17.37								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile		UEPRG	U1TVM	0.0174	0.00	0.00								
<b>LOCAL WHOLESALE COMPLETE (BUS - PBX)</b>															
<b>Loop Rates</b>															
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPPX	UEPLX	12.48					0.00	0.00	0.00	0.00		
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPPX	UEPLX	16.31					0.00	0.00	0.00	0.00		
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPPX	UEPLX	21.32					0.00	0.00	0.00	0.00		
<b>2-Wire Voice Grade Line Port Rates (BUS - PBX)</b>															
	Line Side Combination 2-Way PBX Trunk Port - Bus		UEPPX	UEPPC	11.70	49.14	26.04			30.89	7.03	0.00	0.00		
	Line Side Outward PBX Trunk Port - Bus		UEPPX	UEPPO	11.70	49.14	26.04			30.89	7.03	0.00	0.00		
	Line Side Incoming PBX Trunk Port - Bus		UEPPX	UEPP1	11.70	49.14	26.04			30.89	7.03	0.00	0.00		
	2-Wire Voice PBX LD Terminal Ports		UEPPX	UEPLD	11.70	49.14	26.04			30.89	7.03	0.00	0.00		
	2-Wire Voice 2-Way Combination PBX Tennessee Calling Port		UEPPX	UEPT2	11.70	49.14	26.04			30.89	7.03	0.00	0.00		
	2-Wire Voice 1-Way Outgoing PBX Tennessee Calling Port		UEPPX	UEPTO	11.70	49.14	26.04			30.89	7.03	0.00	0.00		
	2-Wire Voice 2-Way Combination PBX Usage Port		UEPPX	UEPXA	11.70	49.14	26.04			30.89	7.03	0.00	0.00		
	2-Wire Voice PBX Toll Terminal Hotel Ports		UEPPX	UEPXB	11.70	49.14	26.04			30.89	7.03	0.00	0.00		
	2-Wire Voice PBX LD DDD Terminals Port		UEPPX	UEPXC	11.70	49.14	26.04			30.89	7.03	0.00	0.00		
	2-Wire Voice PBX LD Terminal Switchboard Port		UEPPX	UEPXD	11.70	49.14	26.04			30.89	7.03	0.00	0.00		
	2-Wire Voice PBX LD Terminal Switchboard IDD Capable Port		UEPPX	UEPXE	11.70	49.14	26.04			30.89	7.03	0.00	0.00		
	2-Wire Voice 1-W Out PBX Hotel/Hospital Economy Administrative Calling Port TN		UEPPX	UEPXN	11.70	49.14	26.04			30.89	7.03	0.00	0.00		
	2-Wire Voice PBX Collierville and Memphis Calling Port		UEPPX	UEPXU	11.70	49.14	26.04			30.89	7.03	0.00	0.00		
	2-Wire Voice 2-Way PBX Tennessee RegionServ Calling Port		UEPPX	UEPXV	11.70	49.14	26.04			30.89	7.03	0.00	0.00		
	2-Wire Voice Tennessee PBX 2-Way Combo Each Additional Trunk Collierville and Memphis Local Calling Plan		UEPPX	UEPA6	11.70	49.14	26.04			30.89	7.03	0.00	0.00		

AT&T-9STATE LOCAL WHOLESALE COMPLETE SERVICES - Tennessee																
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	PRICING SCHEDULE				
					Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l			Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
											Ordering Interface Rates (\$)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Tennessee PBX 2-Way Combo First Trunk Collierville and Memphis Local Calling Plan		UEPPX	UEPA7	11.70	49.14	26.04					30.89	7.03	0.00	0.00	
<b>FEATURES</b>																
	All Features Offered		UEPPX	UEPVF	0.00	0.00	0.00					15.69	0.00	0.00	0.00	
<b>NONRECURRING CHARGES - CONVERSION</b>																
	Local Wholesale Complete - Switch-As-Is		UEPPX	USAC2		10.00	10.00					30.89	7.03	0.00	0.00	
	Local Wholesale Complete - Switch with Change		UEPPX	USACC		10.00	10.00					30.89	7.03	0.00	0.00	
<b>ADDITIONAL NRCs</b>																
	Local Wholesale Complete - Subsequent		UEPPX	USAS2	0.00	0.00	0.00					7.97	0.00	0.00	0.00	
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group					14.64	14.64									
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPPX	URETL		8.33	0.83					20.35	10.54	13.32	13.32	
<b>OFF/ON PREMISES EXTENSION CHANNELS</b>																
	Local Channel Voice grade, per termination	1	UEPPX	P2JHX	14.74	75.06	48.20									
	Local Channel Voice grade, per termination	2	UEPPX	P2JHX	22.08	75.06	48.20									
	Local Channel Voice grade, per termination	3	UEPPX	P2JHX	36.87	75.06	48.20									
	Non-Wire Direct Serve Channel Voice Grade	SW	UEPPX	SDD2X	10.02	148.84	112.34									
<b>INTEROFFICE TRANSPORT</b>																
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination		UEPPX	U1TV2	18.58	55.39	17.37									
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile		UEPPX	U1TVM	0.0174	0.00	0.00									
<b>LOCAL WHOLESALE COMPLETE (COIN)</b>																
<b>Loop Rates</b>																
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPCO	UEPLX		12.48						0.00	0.00	0.00	0.00	
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPCO	UEPLX		16.31						0.00	0.00	0.00	0.00	
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPCO	UEPLX		21.32						0.00	0.00	0.00	0.00	
<b>2-Wire Voice Grade Line Port Rates (Coin)</b>																
	2-Wire Coin 2-Way without Operator Screening and without Blocking (TN)		UEPCO	UEPTB	11.70	49.14	26.04					30.89	7.03	0.00	0.00	
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (NC, TN)		UEPCO	UEPRP	11.70	49.14	26.04					30.89	7.03	0.00	0.00	
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (TN)		UEPCO	UEPTA	11.70	49.14	26.04					30.89	7.03	0.00	0.00	
	2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (NC, TN)		UEPCO	UEPCA	11.70	49.14	26.04					30.89	7.03	0.00	0.00	
	2-Wire Coin Outward with Operator Screening and 011 Blocking (TN)		UEPCO	UEPTC	11.70	49.14	26.04					30.89	7.03	0.00	0.00	
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (TN)		UEPCO	UEPOT	11.70	49.14	26.04					30.89	7.03	0.00	0.00	
	Coin Usage (Obsolete Rate Element)		UEPCO	URECU	0.00							0.00	0.00	0.00	0.00	
<b>NONRECURRING CHARGES - CONVERSION</b>																
	Local Wholesale Complete - Switch-As-Is		UEPCO	USAC2		10.00	10.00					30.89	7.03	0.00	0.00	
	Local Wholesale Complete - Switch with Change		UEPCO	USACC		10.00	10.00					30.89	7.03	0.00	0.00	
<b>ADDITIONAL NRCs</b>																
	Local Wholesale Complete - Subsequent		UEPCO	USAS2	0.00	0.00	0.00					7.97	0.00	0.00	0.00	
	Miscellaneous Rate Element, Tag Loop at End User Premise		UEPCO	URETL		8.33	0.83					20.35	10.54	13.32	13.32	