



AT&T Kentucky
601 W. Chestnut Street
Room 407
Louisville, KY 40203

T: 502.582.8219
F: 502.582.1573
mary.keyer@att.com

July 17, 2008

RECEIVED

JUL 18 2008

PUBLIC SERVICE
COMMISSION

VIA FEDERAL EXPRESS

Ms. Stephanie Stumbo
Executive Director
Public Service Commission
211 Sower Boulevard
P. O. Box 615
Frankfort, KY 40602

Re: South Central Telcom LLC, Complainant v. BellSouth
Telecommunications, Inc., Defendant
PSC 2006-00448

Dear Ms. Stumbo:

Enclosed for filing in the above-captioned case are the original and six (6) copies of BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky's Direct Testimony of Patricia H. Pellerin. The original affidavit will be sent to the Commission in the near future.

Sincerely,

Mary K. Keyer
General Counsel/Kentucky

Enclosures


cc: Party of Record

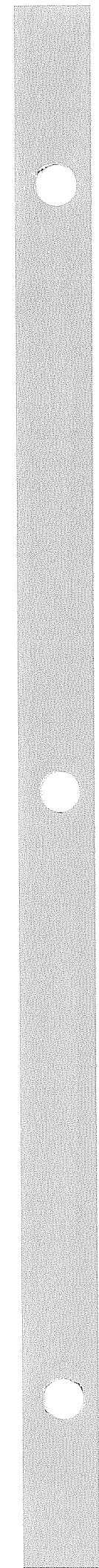
716144

CERTIFICATE OF SERVICE FOR 2006-00448

It is hereby certified that a true and correct copy of the foregoing was served on the following individual by mailing a copy thereof on the 17th day of July, 2008.

John E. Selent
Dinsmore & Shohl LLP
1400 PNC Plaza
500 West Jefferson Street
Louisville, KY 40202


Mary K. Keyer



KENTUCKY PUBLIC SERVICE COMMISSION

COUNTY OF NEW LONDON
STATE OF CONNECTICUT

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for the State and County aforesaid, personally came and appeared Patricia H. Pellerin, who being by me first duly sworn deposed and said that she is appearing as a witness on behalf of BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky before the Kentucky Public Service Commission in Docket Number 2006-00448, In the Matter South Central Telcom, LLC v. BellSouth Telecommunications, Inc., and if present before the Commission and duly sworn, her statements would be set forth in the annexed direct testimony consisting of 29 pages and 2 exhibits.

Patricia H. Pellerin
Patricia H. Pellerin

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 17th DAY OF JULY, 2008

Patricia J. Crisanti Notary Public

PATRICIA J. CRISANTI
NOTARY PUBLIC
MY COMMISSION EXPIRES MAR 31, 2009

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

AT&T KENTUCKY
DIRECT TESTIMONY OF PATRICIA H. PELLERIN
BEFORE THE KENTUCKY PUBLIC SERVICE COMMISSION
DOCKET NO. 2006-00448
JULY 18, 2008

I. INTRODUCTION

Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH AT&T ("AT&T"), AND YOUR BUSINESS ADDRESS.

A. My name is Patricia H. Pellerin. I am employed by The Southern New England Telephone Company ("AT&T Connecticut"), a subsidiary of AT&T, Inc., as an Associate Director – Wholesale Regulatory Support. My business address is 1441 North Colony Road, Meriden, Connecticut 06450.

Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.

A. I attended Middlebury College in Middlebury, Vermont and received a Bachelor of Science Degree in Business Administration, magna cum laude, from the University of New Haven in West Haven, Connecticut. I have held several assignments in Network Engineering, Network Planning, and Network Marketing and Sales since joining AT&T Connecticut in 1973. Most recently, from 1994 to 1999 I was a leading member of the wholesale marketing team responsible for AT&T Connecticut's efforts supporting the opening of the local market to

1 competition in Connecticut. I assumed my current position in April
2 2000.

3

4 As Associate Director – Wholesale Regulatory Support, I am
5 responsible for providing regulatory and witness support relative to
6 various wholesale products and pricing, supporting negotiations of local
7 interconnection agreements (“ICAs”) with competitive local exchange
8 carriers (“CLECs”), participating in state and judicial proceedings, and
9 guiding compliance with the Federal Telecommunications Act of 1996
10 (“Act”) and its implementing rules.

11

12 Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE STATE
13 REGULATORY COMMISSIONS?

14 A. Yes. I have previously testified before the Alabama Public Service
15 Commission, the Connecticut Department of Public Utility Control, the
16 Florida Public Service Commission, the Illinois Commerce Commission,
17 the Kansas Corporation Commission, the Michigan Public Service
18 Commission, the Oklahoma Corporation Commission, the Public Utility
19 Commission of Texas and the Public Service Commission of
20 Wisconsin.

21

22 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

1 A. My testimony sets forth AT&T Kentucky's position regarding the
2 complaint filed by South Central Telcom LLC ("South Central Telcom")¹
3 with the Kentucky Public Service Commission ("Commission") on
4 October 13, 2006 ("Complaint"). I summarize AT&T Kentucky's efforts
5 to negotiate an agreement with South Central Telcom pursuant to which
6 South Central Telcom would be compensated for terminating AT&T
7 Kentucky-originated traffic and why South Central Telcom's switched
8 access tariff does not apply to the AT&T Kentucky-originated traffic
9 AT&T Kentucky delivers to South Central Telcom. I also describe how
10 the parties interconnect to exchange voice traffic and the types and
11 relative amounts of traffic AT&T Kentucky sends to South Central
12 Telcom. I further explain what transit traffic is and why AT&T Kentucky
13 does not owe South Central Telcom compensation for a third party
14 carrier's traffic. Finally, I explain my recommendation that the
15 Commission require the parties to negotiate a traffic exchange
16 agreement as resolution of this dispute.

17
18 Q. BRIEFLY DESCRIBE WHAT THIS COMPLAINT CASE INVOLVES.

19 A. South Central Telcom has improperly billed and continues to improperly
20 bill AT&T Kentucky pursuant to South Central Telcom's switched
21 access tariff as if AT&T Kentucky were an interexchange carrier

¹ South Central Telcom states that it is a Certified Local Exchange Carrier ("CLEC") doing business in Glasgow, Kentucky, which is partially served by Windstream Kentucky East, Inc. the incumbent local exchange carrier ("ILEC" or "ICO"). Complaint at ¶¶ 1, 6.

1 “(IXC”).² AT&T Kentucky has disputed and not paid these improper
2 bills. The complaint seeks a resolution of this dispute.

3
4 There are two categories of traffic at issue – AT&T Kentucky-originated
5 traffic and transit traffic. For AT&T Kentucky-originated traffic, AT&T
6 Kentucky agrees it owes South Central Telcom compensation for
7 termination of AT&T Kentucky-originated calls but disputes that South
8 Central Telcom’s switched access tariff applies. AT&T Kentucky stands
9 willing to negotiate an appropriate contract to govern such traffic.

10
11 For transit traffic, AT&T Kentucky does not owe South Central Telcom
12 any compensation, because AT&T Kentucky is only the transiting
13 company not the originating company.

14
15 Thus, this case boils down to two issues: (1) For AT&T Kentucky-
16 originated traffic (approximately 2% of the traffic between the parties),
17 AT&T Kentucky will pay compensation once the parties execute a
18 contract pursuant to which such payments can be made; and (2) For
19 the remainder of the traffic, AT&T Kentucky is not responsible for
20 payment of any charges to South Central Telcom because AT&T
21 Kentucky is only the transit provider – South Central Telcom needs to
22 collect its compensation from the providers who originate the calls, not
23 from AT&T Kentucky.

² Complaint at ¶¶ 9, 10.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

II. NEGOTIATIONS BETWEEN AT&T KENTUCKY AND SOUTH CENTRAL TELCOM

Q. DESCRIBE AT&T KENTUCKY’S EFFORTS TO RESOLVE THIS COMPLAINT.

A. As early as 2005, AT&T Kentucky offered to negotiate an agreement with South Central Telcom that would provide the relevant terms and conditions to address direct or indirect interconnection of the parties’ networks and the associated intercarrier compensation for the traffic exchanged between the parties. Most recently, on November 7, 2007, AT&T Kentucky sent South Central Telcom a proposed agreement covering only those topics that AT&T Kentucky believed were applicable to the parties (attached as Exhibit PHP-1) as part of a comprehensive approach to settling South Central Telcom’s complaint. AT&T Kentucky followed up with several phone calls to South Central Telcom (attorney to attorney) between January and April 2008, to no avail. AT&T Kentucky hoped that South Central Telcom would negotiate so the parties could resolve their differences without the need for Commission intervention. Unfortunately, South Central Telcom did not respond to AT&T Kentucky’s requests and apparently will not negotiate an agreement with AT&T Kentucky.

Q. SHOULD SOUTH CENTRAL TELCOM NEGOTIATE AN ICA PURSUANT TO SECTION 251 OF THE ACT?

1 A. Yes. Section 251 of the Act sets forth the mechanism by which ILECs
2 and CLECs exchange traffic. Although this situation is unique because
3 South Central Telcom is not doing business in AT&T Kentucky's service
4 territory, the service territory of the CLEC should not dictate a different
5 set of rules. ILECs and CLECs should all play by the same set of rules
6 and those rules are set forth in Section 251. AT&T Kentucky has
7 discussed this issue extensively in its briefs.

8

9 Q. IS AT&T KENTUCKY INSISTING THAT SOUTH CENTRAL TELCOM
10 NEGOTIATE AN ICA PURSUANT TO SECTION 251 OF THE ACT?

11 A. No. While AT&T Kentucky believes that all ILECs and CLECs should
12 negotiate agreements pursuant to Section 251, and has previously
13 proposed to South Central Telcom that the parties negotiate an ICA
14 pursuant to Section 251 of the Act, in an effort to resolve this matter,
15 AT&T Kentucky is willing to negotiate a simple traffic exchange
16 agreement apart from the requirements of Section 251 if that will
17 resolve the parties' differences.

18

19 **III. INTERCONNECTION ARRANGEMENT BETWEEN AT&T**
20 **KENTUCKY AND SOUTH CENTRAL TELCOM**

21

22 Q. DESCRIBE THE PHYSICAL NETWORK FACILITY ARRANGEMENT
23 BETWEEN AT&T KENTUCKY AND SOUTH CENTRAL TELCOM.

24 A. For ease of explanation, AT&T Kentucky prepared a diagram showing
25 the arrangement between AT&T Kentucky and South Central Telcom.

1 It is attached as Exhibit PHP-2 to my testimony. As the diagram
2 demonstrates, AT&T Kentucky is not directly interconnected with South
3 Central Telcom, which is a wholly owned subsidiary of South Central
4 Rural Telephone Cooperative Corp., Inc. ("South Central Rural").³ In
5 other words, there is no direct physical connection between AT&T
6 Kentucky's network and South Central Telcom's network. Instead,
7 AT&T Kentucky connects to South Central Telcom indirectly via South
8 Central Rural. AT&T Kentucky, pursuant to an agreement with South
9 Central Rural, the ICO providing telephone service in portions of
10 Glasgow, Kentucky, connects directly to South Central Rural, and
11 South Central Telcom utilizes the South Central Rural switch to serve
12 its end users.

13
14 Q. WHERE DOES AT&T KENTUCKY SEND TRAFFIC DESTINED FOR A
15 SOUTH CENTRAL TELCOM END USER?

16 A. AT&T Kentucky routes calls to both South Central Telcom and South
17 Central Rural, as well as to other carriers, based on the routing
18 designations set forth in the Local Exchange Routing Guide ("LERG").
19 The LERG is nationally recognized as the source for routing of voice
20 traffic. Carriers populate each of their NPA-NXXs (*i.e.*, area code and
21 central office prefix code) in the LERG in conjunction with the end office

³ See South Central's website, which has links for both South Central Rural and South Central Telcom. "On behalf of the Board of Directors, South Central Rural Telephone Coop. Corp., Inc. is announcing through a new wholly owned subsidiary, **South Central Telcom LLC**, it will be bringing its local and other services as intended by the 1996 Telecommunications Act, to the total Business and Residential market of all of the Glasgow area." (emphasis in original)

1 switch where each code resides and the tandem switch to which calls
2 are to be routed for completion when there is no direct interconnection
3 to the end office. The LERG directs AT&T Kentucky to route South
4 Central Telcom's telephone numbers to the South Central Rural switch.

5

6 Q. DOES SOUTH CENTRAL TELCOM OWN THE SWITCH TO WHICH
7 AT&T KENTUCKY DELIVERS TRAFFIC DESTINED FOR SOUTH
8 CENTRAL TELCOM'S END USERS?

9 A. No. According to South Central Telcom's discovery responses, South
10 Central Telcom does not own a switch, but uses switching provided by
11 South Central Rural.

12

13 Q. DOES SOUTH CENTRAL TELCOM OWN THE FACILITIES BETWEEN
14 AT&T KENTUCKY AND SOUTH CENTRAL RURAL'S SWITCH?

15 A. No. The facilities between AT&T Kentucky and South Central Rural's
16 switch are owned by South Central Rural and by AT&T Kentucky.
17 According to South Central Telcom's discovery responses, "South
18 Central Rural Telephone Cooperative Corporation, Inc. is the underlying
19 network provider for South Central Telcom" meaning that South Central
20 Rural owns the facilities.⁴

21

22 Q. WHAT ARE TRANSPORT CHARGES AND TERMINATING ACCESS
23 CHARGES?

⁴ South Central Telcom Response to Supplemental Data Request No. 15.

1 A. Transport charges cover the cost of delivering a call from one switch to
2 another switch. Terminating access charges are incurred by the
3 provider to whom the call is delivered and cover the cost of sending the
4 call to that provider's switch.

5

6 Q. WHAT TYPES OF TRAFFIC DOES AT&T KENTUCKY DELIVER TO
7 SOUTH CENTRAL RURAL FOR COMPLETION TO SOUTH CENTRAL
8 TELCOM'S END USER CUSTOMERS?

9 A. AT&T Kentucky routes the following five types of traffic to South Central
10 Rural for delivery to South Central Telcom's end users based on the
11 LERG routing designations for South Central Telcom's telephone
12 numbers:

- 13 1. Cellular Mobile Radio Service (CMRS) (*i.e.*, cellular wireless)
14 originated transit traffic
- 15 2. Facility-based Competitive Local Exchange Carrier (CLEC)
16 originated transit traffic
- 17 3. Independent Telephone Company (ICO) originated transit
18 traffic
- 19 4. AT&T Kentucky originated traffic
- 20 5. CLEC Resale and Wholesale Local Platform ("WLP")
21 originated traffic from CLECs that use switching provided by
22 AT&T Kentucky rather than their own switch.

23

24 Q. GENERALLY, WHAT IS TRANSIT TRAFFIC?

1 A. Transit traffic is traffic originated by a third party carrier (wireless, CLEC
2 or ICO) on the third party's network, transited through AT&T Kentucky's
3 network, and delivered to another terminating carrier. In this case the
4 traffic is delivered (via South Central Rural) to South Central Telcom for
5 completion. AT&T Kentucky's end users do not originate these transit
6 calls.

7
8 Q. YOU MENTIONED FIVE TYPES OF TRAFFIC THAT AT&T
9 KENTUCKY SENDS TO SOUTH CENTRAL TELCOM. HOW MUCH
10 OF THAT TRAFFIC IS TRANSIT TRAFFIC?

11 A. The vast majority (almost 89%) of the traffic AT&T Kentucky delivers to
12 South Central Rural for completion to South Central Telcom is transit
13 traffic, much of which is CMRS transit traffic, *i.e.*, a mobile to landline
14 call originated by a CMRS subscriber and terminated to a South Central
15 Telcom end user.

16
17 Q IS COMPENSATION FOR CMRS TRANSIT TRAFFIC AN ISSUE IN
18 THIS CASE?

19 A. No. CMRS transit traffic is not an issue. According to South Central
20 Telcom, it has not intended to bill AT&T Kentucky for CMRS-originated
21 traffic. In response to AT&T Kentucky's Data Request No. 7, South
22 Central Telcom stated: "South Central Telcom takes the total volume of
23 traffic AT&T delivers over switched access facilities, and it removes any
24 wireless traffic reported by AT&T." In addition, in response to AT&T
25 Kentucky's Supplemental Data Request No. 12, South Central Telcom

1 admitted that it "is not seeking to recover payment from AT&T under its
2 switched access tariff for CMRS-originated traffic." Thus, provided that
3 South Central Telcom has accurately identified such traffic and
4 removed those minutes from its bill, CMRS-originated traffic is not at
5 issue.

6

7 Q. HOW MUCH OF THE TRAFFIC AT&T KENTUCKY SENDS TO
8 SOUTH CENTRAL TELCOM IS AT&T KENTUCKY-ORIGINATED
9 TRAFFIC?

10 A. Approximately 2% of the traffic is originated by AT&T Kentucky's end
11 user customers.⁵

12

13 Q. DOES AT&T KENTUCKY DISPUTE THAT IT HAS INTERCARRIER
14 COMPENSATION OBLIGATIONS WITH RESPECT TO TRAFFIC
15 ORIGINATING ON AT&T KENTUCKY'S NETWORK?

16 A. No. But while AT&T Kentucky agrees that (as the originating carrier) it
17 is obligated to pay intercarrier compensation to South Central Telcom
18 (as the terminating carrier) for the 2% of the traffic exchanged between
19 the parties that is AT&T Kentucky-originated traffic, South Central
20 Telcom has refused to negotiate a traffic exchange agreement with
21 AT&T Kentucky pursuant to which compensation can be paid. As I will

⁵ An additional 9% originates from CLEC (resale and WLP) end users served by AT&T Kentucky's switch as well as non-meet point billed ("NMPB") CMRS transit traffic. (NMPB CMRS traffic is wireless transit traffic for which AT&T Kentucky is unable to provide industry standard usage records for South Central Telcom to use in billing the originating wireless carrier. I explain billing records for transit traffic in more detail later in my testimony.) Although AT&T Kentucky does not originate this traffic, AT&T is willing to negotiate with South Central Telcom regarding compensation for exchange of this traffic.

1 explain in more detail later in my testimony, South Central Telcom's
2 switched access tariff is inapplicable to AT&T Kentucky-originated
3 traffic, and thus cannot be relied upon as the basis for collecting
4 intercarrier compensation.

5

6 Q. WHAT, IF ANY, ARE AT&T KENTUCKY'S INTERCARRIER
7 COMPENSATION OBLIGATIONS WITH RESPECT TO THE
8 REMAINING TRAFFIC?

9 A. The remainder of the traffic at issue is either ICO-originated or CLEC-
10 originated traffic that transits AT&T Kentucky's network en route to
11 South Central Telcom's end users. It appears that South Central
12 Telcom is billing AT&T Kentucky for this ICO- and CLEC-originated
13 transit traffic. However, because AT&T Kentucky does not originate
14 this traffic, but rather acts only as the transit provider between the ICO
15 or CLEC and South Central Telcom, AT&T Kentucky has no intercarrier
16 compensation obligations with respect to this traffic. I will explain this in
17 more detail later in my testimony.

18

19 Q. WHY DOES SOUTH CENTRAL TELCOM CLAIM THAT IT IS
20 ENTITLED TO ACCESS CHARGES FOR TRAFFIC TRANSITED BY
21 AT&T KENTUCKY?

22 A. Based on its discovery responses, South Central Telcom appears to
23 claim that because it has no agreement with AT&T Kentucky for the
24 exchange of third party traffic, "South Central Telcom's records indicate

1 that AT&T is the originating carrier of the traffic in question.”⁶ This
2 position, however, is factually inaccurate. First, South Central Telcom
3 and AT&T Kentucky have no agreement to cover the exchange of
4 CMRS-originated traffic, and yet South Central Telcom admits that it
5 does not bill AT&T Kentucky for such traffic. ICO- and CLEC-originated
6 traffic should be treated no differently. Second, AT&T Kentucky sends
7 South Central Telcom information *every month* delineating between
8 AT&T Kentucky-originated traffic and transit traffic. Third, South
9 Central Telcom is the company that directs (through entry in the LERG)
10 the routing of traffic.

11

12 **IV. SOUTH CENTRAL TELCOM’S TARIFF**

13

14 Q. DOES SOUTH CENTRAL TELCOM HAVE AN INTRASTATE ACCESS
15 TARIFF ON FILE WITH THE COMMISSION?

16 A. Yes. However, with the exception of certain rates and charges, South
17 Central Telcom concurs with and adopts the intrastate tariff of Duo
18 County Telephone Cooperative Corp., Inc. (“Duo County”). Any
19 references I make to South Central Telcom’s access tariff, therefore,
20 may be found on the Commission’s website under Duo County’s tariff
21 link.

22

⁶ South Central Telcom Response to Supplemental Data Request No. 2.

1 Q. HOW DOES SOUTH CENTRAL TELCOM'S ACCESS TARIFF DEFINE
2 "CUSTOMER"?

3 A. Section 2.6 of South Central Telcom's access tariff defines "Customer"
4 as follows:

5 The term "Customer(s)" denotes any individual,
6 partnership, association, joint-stock company, trust,
7 corporation, or governmental entity or other entity which
8 subscribes to the services offered under this tariff,
9 including both Interexchange Carriers (ICs) and End
10 Users.

11

12 Q. DOES AT&T KENTUCKY QUALIFY AS A "CUSTOMER" OF SOUTH
13 CENTRAL TELCOM BASED ON THAT DEFINITION?

14 A. No. AT&T Kentucky is not an interexchange carrier, it is not an end
15 user, and, most importantly, it has not subscribed to the services
16 offered in South Central Telcom's tariff.

17

18 Q. WHAT TARIFF PROVISIONS DOES SOUTH CENTRAL TELCOM
19 CLAIM GOVERN ITS BILLS TO AT&T KENTUCKY?

20 A. South Central Telcom's complaint "concerns [AT&T Kentucky's] refusal
21 to pay South Central Telcom's switched access tariff rates."⁷ South
22 Central Telcom has refused (in discovery) to provide any specific tariff
23 provisions. Terms and conditions for switched access service are
24 located in Section 6 of South Central Telcom's tariff.

25

⁷ Complaint at ¶ 3.

1 Q. HOW DOES SOUTH CENTRAL TELCOM'S ACCESS TARIFF
2 DESCRIBE SWITCHED ACCESS SERVICE?

3 A. Section 6.1 of the tariff describes switched access service as:

4 a two-point communications path between a customer
5 designated premises and an end user's premises. It
6 provides for the use of common terminating, switching,
7 and trunking facilities and for the use of common
8 subscriber plant of the Telephone Company. Switched
9 Access Service provides for the ability to originate calls
10 from an end user's premises to a customer designated
11 premises, to an end user's premises in the LATA where it
12 is provided. [...]

13
14 Rates and charges for Switched Access Service depend
15 generally on the specific Feature Group *ordered* by the
16 customer ... (emphasis added)

17 In Section 6.1.1, the tariff describes the available switched access
18 service arrangements. Relevant excerpts from that tariff section are as
19 follows:

20 Switched Access Service is provided in four different
21 Feature Group arrangements which are service
22 categories of standard and optional features. [...]

23
24 The provision of each Feature Group requires Local
25 Transport facilities, including an Entrance Facility where
26 required, and the appropriate End Office functions. [...]

27

28 Q. HOW WOULD AN IXC ORDER SWITCHED ACCESS SERVICE
29 FROM SOUTH CENTRAL TELCOM?

30 A. Section 5.1 of South Central Telcom's tariff describes the general
31 process to order switched access service.

32 An Access Order is an order to provide the customer with
33 Switched Access ...

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

A customer may order any number of services of the same type and between the same premises on a single Access Order.

Section 5.1 also indicates the specific information required on an Access Order. In addition to the particular switched access service ordered (e.g., Feature Group D), an Access Order also requires customer contact and billing information.

Additional subsections set forth terms and conditions regarding service installation (Section 5.1.1), expedited orders (Section 5.1.2) and selection of facilities for Access Orders (Section 5.1.3).

Section 5.2.1 provides specific information regarding ordering of switched access service. This section includes a description of the available switched access services, for example Feature Groups A, B and D. Of note, switched access service is described in terms of a physical interconnection between the IXC's network and South Central Telcom's network. Again, AT&T Kentucky is not an IXC, has not ordered or subscribed to South Central Telcom's switched access service, and does not have a physical interconnection arrangement with South Central Telcom.

- Q. HAS AT&T KENTUCKY EVER ORDERED SWITCHED ACCESS SERVICE FROM SOUTH CENTRAL TELCOM?
- A. No.

1 Q. HAS SOUTH CENTRAL TELCOM BILLED AT&T KENTUCKY FOR
2 SWITCHED ACCESS ORDERS?

3 A. No.
4

5 Q. HAS SOUTH CENTRAL TELCOM PROVISIONED SWITCHED
6 ACCESS SERVICE FOR AT&T KENTUCKY?

7 A. No. And it is clear from South Central Telcom's access tariff that its
8 switched access service requires a physical interconnection between its
9 network and the network of the IXC customer. As I stated above, AT&T
10 Kentucky is not an IXC, there is no physical interconnection between
11 AT&T Kentucky and South Central Telcom, and South Central Telcom
12 provides none of the facilities over which any of the traffic at issue is
13 delivered to it. South Central Telcom is receiving the traffic in the way it
14 is receiving it because of the routing information South Central Telcom
15 itself put into the LERG.
16

17 Q. DOES AT&T KENTUCKY OWE SOUTH CENTRAL TELCOM
18 TERMINATING SWITCHED ACCESS CHARGES PURSUANT TO
19 SOUTH CENTRAL TELCOM'S ACCESS TARIFF?

20 A. No. South Central Telcom's access tariff is not applicable to AT&T
21 Kentucky. AT&T Kentucky has not ordered and South Central Telcom
22 has not provisioned switched access service; therefore, AT&T Kentucky
23 is not a "Customer" of South Central Telcom's access tariff.
24

1 Furthermore, as I discussed previously, AT&T Kentucky is a local
2 exchange carrier (providing telephone exchange service and exchange
3 access), not an interexchange carrier. The 1996 Act is the appropriate
4 vehicle pursuant to which an ILEC and a CLEC should enter into an
5 agreement to provide terms and conditions for interconnection.

6
7 And although AT&T Kentucky is willing to negotiate a non-Section 251
8 agreement with South Central Telcom to resolve this matter (as I stated
9 above), South Central Telcom's unique position as an affiliate of a rural
10 ILEC that has long-established interconnection facilities with other
11 ILECs does not change the fact that it should utilize the same set of
12 rules used by other CLECs to interconnect with ILECs – namely, the
13 framework and rules set forth in Section 251 of the Act.

14
15 **V. TRANSIT TRAFFIC**

16
17 Q. YOU STATED THAT SOUTH CENTRAL TELCOM WOULD NOT
18 NEGOTIATE WITH AT&T KENTUCKY FOR A TRAFFIC EXCHANGE
19 AGREEMENT. DOES THE LACK OF AN AGREEMENT CHANGE
20 THE TRANSIT NATURE OF THIRD-PARTY ORIGINATED TRAFFIC?

21 A. No. Transit traffic is transit traffic because it originates on one carrier's
22 network, passes through AT&T Kentucky's network, and terminates
23 with a South Central Telcom end user – an AT&T Kentucky end user is
24 neither the calling party nor the called party. The existence of an

1 agreement (or lack thereof) between South Central Telcom and AT&T
2 Kentucky is irrelevant when determining whether traffic is transit traffic.

3

4 South Central Telcom's whole argument is that if it refuses to look at
5 the facts, it can change the nature of the traffic at issue from transit
6 traffic to toll traffic. In its discovery responses, South Central Telcom
7 argued that "South Central Telcom and AT&T have no arrangements
8 for the exchange, identification, or quantification of any independent
9 telephone company or CLEC traffic. Accordingly, there is no 'transit
10 traffic.' There is only toll traffic delivered to South Central Telcom by
11 AT&T."⁸

12

13 As I explained earlier, South Central Telcom's argument is factually
14 inaccurate because South Central Telcom has actual knowledge (via
15 records provided by AT&T Kentucky) that the traffic at issue is transit
16 traffic. Second, South Central Telcom's argument is curious in that it is
17 asking the Commission to allow it to benefit from refusing to meet its
18 obligations as a telephone company.

19

20 Q. WHY DOES AT&T KENTUCKY DELIVER TRANSIT TRAFFIC
21 DESTINED FOR SOUTH CENTRAL TELCOM WITHOUT AN
22 AGREEMENT?

⁸ South Central Telcom Response to Supplemental Data Request No. 6.

1 A. For two reasons. First, AT&T Kentucky understands the importance to
2 consumers, no matter whose customers they happen to be, of having
3 calls delivered appropriately. In the transit scenario, the originating
4 carriers are not directly connected with South Central Telcom (or,
5 presumably, to South Central Rural). Thus, absent AT&T Kentucky
6 performing the transit function on behalf of the originating carriers, the
7 calls would not be delivered to the end users.

8
9 Second, the Commission has held that AT&T Kentucky is obligated to
10 deliver transit traffic it receives that is destined for another provider.⁹
11 And while AT&T Kentucky does not agree that it has such an obligation,
12 it has no reason to believe that the Commission would find differently in
13 the case of transit traffic destined for South Central Telcom's end users.

14
15 Q. HOW DID AT&T KENTUCKY DECIDE HOW TO ROUTE TRANSIT
16 TRAFFIC DESTINED FOR COMPLETION WITH SOUTH CENTRAL
17 TELCOM'S END USERS?

18 A. AT&T Kentucky routes traffic (including transit traffic) destined for South
19 Central Telcom's end users by following the routing information
20 populated in the LERG by South Central Telcom. When South Central

⁹ Case No. 2004-00044, Order dated September 26, 2005 at page 15: "The Commission has previously required third party transiting by the incumbent based on efficient network use. The Commission will continue to require [AT&T Kentucky] to transit such traffic." While that was an order only between AT&T Kentucky and the other parties to the arbitration and did not include South Central Telcom, AT&T Kentucky expects that the Commission would reach the same conclusion in a similar review of transit traffic; if the Commission is not inclined to do so, it could issue an order that AT&T Kentucky does not in fact have a transit obligation and permit AT&T Kentucky to block traffic where the terminating carrier does not want to accept it, subject to existing network capabilities and at the terminating carrier's expense.

1 Telcom arranged for inclusion in the LERG of its assigned NPA/NXXs,
2 South Central Telcom provided notification to all carriers to open those
3 codes and terminate traffic to South Central Telcom according to the
4 LERG routing information.

5

6 Q. WHO SHOULD COMPENSATE SOUTH CENTRAL TELCOM FOR
7 THE TRANSIT CALLS IT TERMINATES?

8 A. It is common industry understanding that the “cost causer pays.” In the
9 case of transit traffic, the originating carrier should pay the costs of
10 delivering a call from its end user. This practice makes sense because
11 it is the originating party that is collecting the revenue from its end user
12 for the service of call delivery. The end user pays the originating carrier
13 to deliver a call; the originating carrier, in turn, pays the other carrier(s)
14 that participates in delivering that call – in the case of transit traffic, that
15 is the transit provider and the terminating carrier.

16

17 Q. IS THAT DIFFERENT THAN THE MANNER IN WHICH TOLL CALLS
18 CARRIED BY IXCS ARE COMPENSATED?

19 A Yes. While the basic concept of cost causer pays is the same for both
20 transit calls and IXC-carried toll calls, in the case of IXC-carried toll
21 calls, the caller is the customer of the IXC, and not of the local carrier
22 providing dial tone. Since the IXC has the customer revenue for a toll
23 call, it is appropriate that the IXC compensate both the originating and
24 terminating local exchange carriers for handling that call. That is an
25 appropriate application of switched access charges. In this case,

1 however, AT&T Kentucky is not an IXC (nor is it certificated as an IXC)
2 and thus is not receiving toll revenue for the calls it is delivering to
3 South Central Telcom via the physical interconnection AT&T Kentucky
4 has with South Central Rural (the ICO).¹⁰

5
6 In addition, the fact that AT&T Kentucky owns half of the facility
7 between the two companies evidences the fact that it is not an IXC.
8 Because AT&T Kentucky (an ILEC) is interconnected with South
9 Central Rural (an ILEC), AT&T Kentucky provides half of the facilities
10 between the two companies. If AT&T Kentucky were an IXC ordering
11 out of South Central Telcom's switched access tariff, it would not have
12 to provide half the facility – rather, South Central Telcom would have
13 provisioned the entire facility based on an order placed pursuant to
14 Section 5 of the tariff. Clearly, that arrangement did not happen in this
15 case.

16
17 Q. HOW DOES THE TERMINATING CARRIER (IN THIS CASE, SOUTH
18 CENTRAL TELCOM) COLLECT FROM THE ORIGINATING CARRIER
19 (IN THIS CASE CARRIERS OTHER THAN AT&T KENTUCKY) FOR
20 TRANSIT CALLS?

21 A. There are two elements to the process. First, the terminating carrier
22 (*i.e.*, South Central Telcom) enters into an agreement with the

¹⁰ Further, any compensation that AT&T Kentucky receives from the originating carrier of a transit call compensates AT&T Kentucky only for the use of AT&T Kentucky's network, not for the termination charges that the ultimate terminating carrier will assess.

1 originating carrier (in this situation, carriers other than AT&T Kentucky)
2 pursuant to which the originating carrier agrees to pay terminating
3 compensation based on the type of traffic terminated. Typically, local
4 calls are compensated at reciprocal compensation rates negotiated by
5 the parties, and toll calls are compensated at rates commensurate with
6 terminating switched access rates. Second, the terminating carrier
7 invoices the originating carrier in accordance with the agreement
8 between the terminating carrier and the originating carrier.

9

10 Q. HOW IS THE TERMINATING CARRIER ABLE TO BILL THE
11 ORIGINATING CARRIER FOR TRANSITED CALLS WHEN THERE IS
12 NO DIRECT INTERCONNECTION?

13 A. The transiting carrier (in this case AT&T Kentucky) typically provides
14 industry standard Exchange Message Interface ("EMI") usage records
15 to the terminating carrier (South Central Telcom), which may be used
16 by the terminating carrier for billing the originating carrier (*i.e.*, carriers
17 other than AT&T Kentucky). Alternatively, the originating and
18 terminating carrier could agree on another method of measuring and
19 compensating for the traffic.

20

21 Q. DOES AT&T KENTUCKY PROVIDE EMI RECORDS TO SOUTH
22 CENTRAL TELCOM FOR TRANSITED CALLS?

23 A. Yes. And while I am not a recording and billing expert, it is my
24 understanding that EMI records provide sufficient data for South Central
25 Telcom to appropriately bill the originating carriers for call termination.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Q. DOES SOUTH CENTRAL TELCOM HAVE AGREEMENTS WITH THE ORIGINATING CARRIERS?

A. AT&T Kentucky does not know what arrangements exist, if any, between South Central Telcom and the originating carriers – nor does AT&T Kentucky need to know. Such agreements are between South Central Telcom and the other carriers. All AT&T Kentucky needs to do is deliver the traffic (in accordance with the LERG) and provide call information sufficient to allow South Central Telcom to invoice the proper originating carriers.

Q. WHY WOULD IT BE WRONG FOR AT&T KENTUCKY TO PAY TERMINATING COMPENSATION TO SOUTH CENTRAL TELCOM FOR TRANSIT CALLS?

A. Because AT&T Kentucky is not collecting any revenue from an end user for this traffic, and because AT&T Kentucky did not originate these calls and has no relationship with the originating caller. It is therefore unreasonable to charge AT&T Kentucky for call completion for transit traffic (from a tariff or otherwise).

Q. YOU STATED EARLIER IN YOUR TESTIMONY THAT AT&T KENTUCKY IS NOT AN IXC. HOW IS A TRANSIT PROVIDER DIFFERENT THAN AN IXC?

A. The primary and most relevant distinction is that an IXC has an end user customer that it bills for a toll call. Thus, the IXC has a revenue

1 source from which it pays originating and terminating switched access
2 to the interconnected local exchange carriers at both ends of the call. A
3 transit provider (such as AT&T Kentucky) has no end user customer
4 involved and therefore no revenue source from which to pay intercarrier
5 compensation payments. The only revenue the transit provider (*i.e.*,
6 AT&T Kentucky) receives is from the originating carrier (*i.e.*, carriers
7 other than AT&T Kentucky) for recovery of transit switching and
8 transport costs incurred for the use of the transiting carrier's network,
9 not for call termination. I explained the difference between the two
10 earlier in my testimony.

11

12 **VI. BILLING DISPUTE**

13 Q. SOUTH CENTRAL TELCOM STATED THAT IT BILLS AT&T
14 KENTUCKY SWITCHED ACCESS CHARGES FOR ALL NON-CMRS
15 TRAFFIC FROM AT&T KENTUCKY BECAUSE THE PARTIES HAVE
16 NO TRANSIT AGREEMENT.¹¹ IS THIS APPROPRIATE?

17 A. No. South Central Telcom's logic is circular and creates a Catch 22 for
18 AT&T Kentucky. AT&T Kentucky is obligated to deliver transit traffic to
19 South Central Telcom (as I explained above), whether it has an
20 agreement with South Central Telcom or not. South Central Telcom
21 then bills AT&T Kentucky charges for switched access under its
22 switched access tariff for this transit traffic because South Central
23 Telcom has no agreement for such traffic with the originating carriers.

¹¹ South Central Telcom's response to AT&T Kentucky Data Request No. 10.

1 The only reason, however, that South Central Telcom does not have
2 agreements for payment with originating carriers is that it has not
3 negotiated and executed such agreements.

4
5 This places AT&T Kentucky in a no-win situation – unless the
6 Commission requires the parties to negotiate an appropriate agreement
7 breaking the impasse. South Central Telcom cannot avoid its obligation
8 to negotiate compensation arrangements with third-party carriers simply
9 by trying to bill AT&T Kentucky as if AT&T Kentucky were an IXC.

10

11 Moreover, South Central Telcom’s claim that it must bill all traffic from
12 AT&T Kentucky as switched access traffic is unfounded. South Central
13 Telcom knows that it is receiving third-party originated traffic (*i.e.*, transit
14 traffic) from AT&T Kentucky. First of all, South Central Telcom is the
15 one that directs the way carriers route South Central Telcom’s traffic
16 through its input into the LERG. Second, South Central Telcom claims
17 that it removes CMRS-originated traffic from its switched access bills.¹²
18 And third, as I stated above, every month AT&T Kentucky sends South
19 Central Telcom industry standard EMI records that separately identify
20 the amount and source of the transit traffic AT&T Kentucky delivers.

21

22 **VII. SUMMARY AND RECOMMENDATION**

¹² *Id.*

1 Q. PLEASE SUMMARIZE THE KEY POINTS RELEVANT TO THE
2 PARTIES' DISPUTE.

3 A. South Central Telcom has billed tariffed switched access charges to
4 AT&T Kentucky, even though AT&T Kentucky has not subscribed to
5 South Central Telcom's tariffed service; AT&T Kentucky has disputed
6 and not paid these access bills. The vast majority of traffic at issue is
7 transit traffic, originated on third party carriers' networks, for which
8 AT&T Kentucky has no compensation obligation.

9
10 AT&T Kentucky is (or would likely be) obligated by the Commission to
11 switch and transport transit traffic. If South Central Telcom does not
12 want to receive transit traffic from AT&T Kentucky, it should ask the
13 Commission for permission to block all incoming transit traffic at South
14 Central Telcom's expense. AT&T Kentucky has acted in the best
15 interest of Kentucky consumers. It is hardly reasonable to fault AT&T
16 Kentucky for making sure that consumers' calls – even for consumers
17 that are not AT&T Kentucky's customers – get to their intended
18 destinations.

19
20 Finally, South Central Telcom has actual knowledge of the traffic it
21 receives from AT&T Kentucky and has never objected to the receipt of
22 such traffic. As I have explained, South Central Telcom admits that it
23 backs out CMRS-originated traffic from the switched access bills it
24 sends to AT&T Kentucky. In addition, AT&T Kentucky provides South
25 Central Telcom with industry standard EMI records indicating the

1 volume and source of transit traffic, which enables South Central
2 Telcom to 1) back out all transit traffic from its bills to AT&T Kentucky;
3 and 2) bill the originating carrier for call termination. Given the
4 Commission's order that it do so, and South Central Telcom's
5 instructions in the LERG on how calls to its NPA/NXXs should be
6 routed, it is without merit for South Central Telcom to now claim that
7 AT&T Kentucky did not have "permission" to deliver this traffic and that
8 therefore South Central Telcom is entitled to assess charges for
9 switched access under its tariff because there is no agreement with
10 AT&T Kentucky for transit traffic.

11

12 Q. HOW SHOULD THE COMMISSION RESOLVE THE PARTIES'
13 DISPUTE?

14 A. The Commission should resolve this case in the following way: (1) for
15 AT&T Kentucky-originated traffic, order the parties to enter into a traffic
16 exchange agreement that will set forth the parameters, including rates,
17 for the exchange of AT&T Kentucky-originated traffic. The parties will
18 also negotiate the appropriate retroactive payment for AT&T Kentucky-
19 originated traffic; and (2) for third-party-originated traffic (*i.e.*, transit
20 traffic) hold that South Central Telcom is not entitled to compensation
21 from AT&T Kentucky, but rather should collect terminating
22 compensation from the providers originating the calls.

23

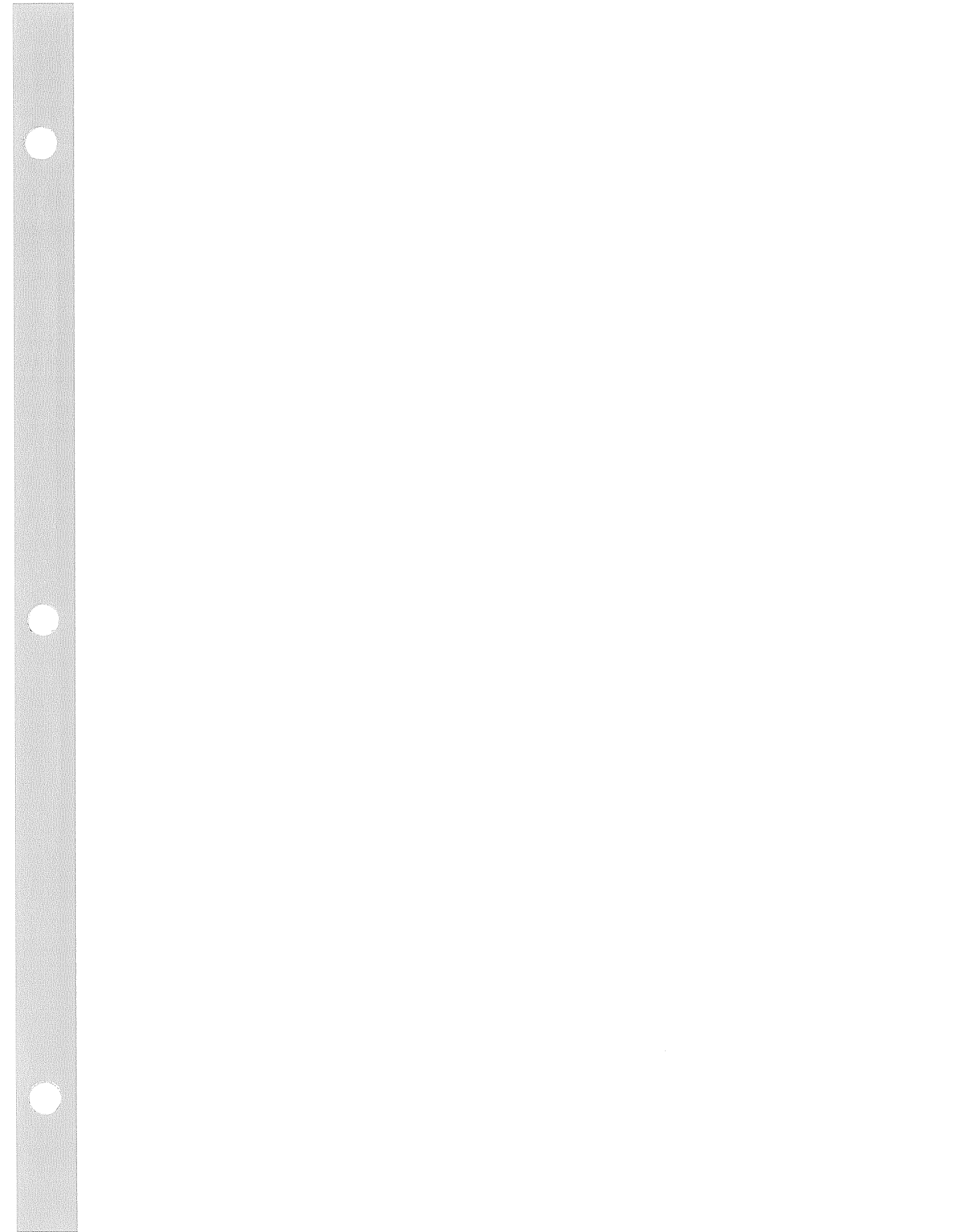
24 Given the important policy issue raised by this case with respect to
25 transit traffic, AT&T Kentucky strongly recommends that if the

1 Commission is considering any action other than the conclusion I set
2 forth above that the Commission conduct a generic workshop to
3 address issues surrounding transit traffic rather than resolving the issue
4 in a two-party complaint case.

5

6 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

7 A. Yes.



**AGREEMENT
GENERAL TERMS AND CONDITIONS**

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee (AT&T), a Georgia corporation, and <customer_name> (<<customer_short_name>>), a _____ corporation, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either AT&T or <<customer_short_name>> or both as a “Party” or “Parties.”

W I T N E S S E T H

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

WHEREAS, <<customer_short_name>> is or seeks to become a CLEC to provide telecommunications services outside AT&T incumbent local exchange areas in the state of Kentucky; and

WHEREAS, this Agreement is entered into solely pursuant to Section 251(a) of the Act, and nothing in this Agreement shall be understood to impose upon either Party any obligations pursuant to other Sections of the Act, including, without limitation Sections 251(c) or 271 of the Act; and

WHEREAS, pursuant to Sections 251 and 252 of the Act; <<customer_short_name>> wishes to purchase certain services from AT&T; and

WHEREAS, the Parties wish to interconnect their facilities and exchange traffic pursuant to Sections 251 and 252 of the Act as set forth herein; and

WHEREAS, <<customer_short_name>> wishes to purchase and AT&T wishes to provide other services as described in this Agreement;

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

Definitions

Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term “own” means to own an equity interest (or equivalent thereof) of more than ten percent (10%). **Commission** is defined as the appropriate regulatory agency in each state of AT&T Southeast

Region 9-State (Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee).

Competitive Local Exchange Carrier (CLEC) means a telephone company certificated by the Commission to provide local exchange service within AT&T's franchised area and/or in other parts of the Commonwealth; however, CLEC may not provide local exchange service pursuant to this agreement within AT&T's franchised area.

Effective Date is defined as the date that the Agreement is effective for purposes of rates, terms and conditions and shall be thirty (30) days after the date of the last signature executing the Agreement. Future amendments for rate changes will also be effective thirty (30) days after the date of the last signature executing the amendment.

End User means the ultimate user of the Telecommunications Service.

FCC means the Federal Communications Commission.

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

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

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

1 CLEC Certification

- 1.1 <<customer_short_name>> agrees to provide AT&T in writing <<customer_short_name>>'s CLEC certification for each state covered by this Agreement prior to AT&T filing this Agreement with the Commission in that state for approval. Additionally, <<customer_short_name>> shall provide to AT&T an effective certification to do business issued by the secretary of state or equivalent authority in each state covered by this Agreement.

To the extent <<customer_short_name>> is not certified as a CLEC in each state covered by this Agreement as of the execution hereof, <<customer_short_name>> may not purchase services hereunder in that state. <<customer_short_name>> will notify AT&T in writing and provide CLEC certification from the Commission when it becomes certified to operate in, as well as an effective certification to do business issued by the secretary of state or equivalent authority for, any other state covered by this Agreement. Upon receipt thereof, AT&T will

file this Agreement in that state, and <<customer_short_name>> may purchase services pursuant to this Agreement in that state, subject to establishing appropriate accounts in the additional states as described in Attachment 2.

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

2 Term of the Agreement

- 2.1 The term of this Agreement shall be three (3) years, beginning on the Effective Date and shall apply to the AT&T in the state of Kentucky. Notwithstanding any prior agreement of the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date.
- 2.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of the initial term of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (Subsequent Agreement). If as of the expiration of the initial term of this Agreement, a Subsequent Agreement has not been executed by the Parties, then except as set forth in Sections 2.3.1 and 2.3.2 below, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' right and obligations with respect to this Agreement after expiration of the initial term shall be as set forth in Section 2.3 below.
- 2.3 If, after one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. § 252.
- 2.3.1 <<customer_short_name>> may request termination of this Agreement only if it is no longer purchasing services pursuant to this Agreement. Except as set forth in Section 2.3.2 below, notwithstanding the foregoing, in the event that as of the date of expiration of the initial term of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 2.3 above, then AT&T may terminate this Agreement upon sixty (60) days notice to <<customer_short_name>>. In the event that AT&T terminates this Agreement as provided above, AT&T shall continue to offer services to <<customer_short_name>> pursuant to the rates, terms and conditions set forth in AT&T's then current standard interconnection agreement. In the event that AT&T's standard interconnection agreement becomes effective

between the Parties, the Parties may continue to negotiate a Subsequent Agreement.

- 2.3.2 Notwithstanding Section 2.3 above, in the event that as of the expiration of the initial term of this Agreement the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 2.3 above and AT&T is not providing any services under this Agreement as of the date of expiration of the initial term of this Agreement, then this Agreement shall not continue on a month-to-month basis but shall be deemed terminated as of the expiration date hereof.
- 2.4 In addition to any right of either Party as set forth in this Agreement, AT&T reserves the right to suspend access to ordering systems, refuse to process additional or pending applications for service, or terminate service in the event of prohibited, unlawful or improper use of AT&T facilities or service, abuse of AT&T's facilities or any other material breach of this Agreement, and all monies owed on all outstanding invoices shall become due. In such event, <<customer_short_name>> is solely responsible for notifying its customers of any discontinuance of service.
- 2.5 If, at any time during the term of this Agreement, AT&T is unable to contact <<customer_short_name>> pursuant to the Notices provision hereof or any other contact information provided by <<customer_short_name>> under this Agreement, and there are no active services being provisioned under this Agreement, then AT&T may, at its discretion, terminate this Agreement, without any liability whatsoever, upon sending of notification to <<customer_short_name>> pursuant to the Notices section hereof. Furthermore, if after eighteen (18) months following the Effective Date of this Agreement <<customer_short_name>> has no active services pursuant to this Agreement, AT&T may terminate this Agreement, without any liability to AT&T, upon notification to <<customer_short_name>> pursuant to the Notices section hereof.

3 Nondiscriminatory Access

The quality of the interconnection between the network of AT&T and the network of <<customer_short_name>> shall be at a level that is equal to that which AT&T provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within AT&T's network and shall extend to a consideration of service quality as perceived by End Users and service quality as perceived by <<customer_short_name>>.

4. Liability and Indemnification

- 4.1 In the event that a Party consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, or any third party places orders under this Agreement using that Party's company codes or identifiers, all such entities shall be jointly and severally liable for the obligations of that Party under this Agreement.
- 4.2 Liability for Acts or Omissions of Third Parties. AT&T shall not be liable to <<customer_short_name>> for any act or omission of another

Telecommunications company providing any services to <<customer_short_name>>. <<customer_short_name>> shall not be liable to AT&T for any act or omission of another Telecommunications company providing any services to AT&T.

- 4.3 Limitation of Liability. Except for any indemnification obligations of the Parties hereunder or except in the event of gross negligence or willful misconduct, each Party's liability to the other for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees relating to or arising out of any cause whatsoever, whether based in contract, negligence or other tort, strict liability or otherwise, relating to the performance of this Agreement, shall not exceed a credit for the actual cost of the services or functions not performed or improperly performed.
- 4.3.1 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to the End User or third party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss and (ii) consequential damages. To the extent that a Party (First Party) elects not to place in its tariffs or contracts such limitations of liability, and the other Party (Second Party) incurs a loss as a result thereof, the First Party shall, except to the extent caused by the Second Party's gross negligence or willful misconduct, indemnify and reimburse the Second Party for that portion of the loss that would have been limited had the First Party included in its tariffs and contracts the limitations of liability that the Second Party included in its own tariffs at the time of such loss.
- 4.3.2 Neither AT&T nor <<customer_short_name>> shall be liable for damages to the other Party's terminal location, equipment or End User premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a Party's gross negligence or willful misconduct or by a Party's failure to ground properly a local loop after disconnection.
- 4.3.3 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the services or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

- 4.3.4 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.
- 4.4 Indemnification for Certain Claims. Except as otherwise set forth in this Agreement and except to the extent caused by the indemnified Party's gross negligence or willful misconduct, the Party providing services hereunder, its Affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving Party's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving Party's own communications, or (2) any claim, loss or damage claimed by the End User of the Party receiving services arising from such company's use or reliance on the providing Party's services, actions, duties, or obligations arising out of this Agreement.
- 4.5 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.
- 5 Intellectual Property Rights and Indemnification**
- 5.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. The Parties are strictly prohibited from any use, including but not limited to, in the selling, marketing, promoting or advertising of telecommunications services, of any name, service mark, logo or trademark (collectively, the "Marks") of the other Party. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use. The Parties acknowledge that they are separate and distinct and that each provides a separate and distinct service and agree that neither Party may, expressly or impliedly, state, advertise or market that it is or offers the same service as the other Party or engage in any other activity that may result in a likelihood of confusion between its own service and the service of the other Party.
- 5.2 Ownership of Intellectual Property. Any intellectual property that originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited, non-assignable, non-exclusive, non-transferable license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right, now or hereafter owned,

controlled or licensable by a Party, is granted to the other Party. Neither shall it be implied nor arise by estoppel. Any trademark, copyright or other proprietary notices appearing in association with the use of any facilities or equipment (including software) shall remain on the documentation, material, product, service, equipment or software. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

5.3 Intellectual Property Remedies

5.3.1 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 3 above.

5.3.2 Claim of Infringement

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

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

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

5.3.2.4 In the event Sections 5.3.2.2 or 5.3.2.3 above are commercially unreasonable, then said Party may terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

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

5.3.4 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual

property infringement arising out of the conduct of business under this Agreement.

- 5.3.5 Dispute Resolution. Any claim arising under Section 5.1 and 5.2 above shall be excluded from the dispute resolution procedures set forth in Section 6 below and shall be brought in a court of competent jurisdiction.

6 **Proprietary and Confidential Information**

- 6.1 It may be necessary for AT&T and <<customer_short_name>>, each as the “Discloser,” to provide to the other Party, as “Recipient,” certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the “Information”). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.
- 6.2 Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees consultants, contractors and agents of Recipient or its Affiliates with a need to know such Information solely in conjunction with Recipient’s analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipients may make tangible or electronic copies, notes, summaries or extracts of Information only as necessary for use as authorized herein. All tangible or electronic copies, notes, summaries or extracts must be marked with the same confidential and proprietary notice as appears on the original. Information remains at all times the property of the Discloser. Upon Discloser’s request, all or any requested portion of the Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any Information) will be promptly returned to Disclosure or destroyed, and Recipient will provide Discloser with written certification stating that such information has been returned or destroyed.
- 6.3 Exceptions
- 6.3.1 Recipient will not have an obligation to protect any portion of the Information which:
- 6.3.2 (a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.

- 6.4 Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. § 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the FCC or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.
- 6.5 Recipient agrees not to publish or use the Information for any advertising, sales or marketing promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.
- 6.6 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, application or other intellectual property right that is now or may hereafter be owned by the Discloser.
- 6.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

7 **Resolution of Disputes**

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

8 **Taxes**

- 8.1 Definition. For purposes of this Section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income. In the event that any taxes or fees are assessed pursuant to or as a result of this Agreement, such taxes and fees will be handled as set forth in this Section.
- 8.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party
- 8.2.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

- 8.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.
- 8.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party
- 8.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.
- 8.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 8.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefore, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.
- 8.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery. The purchasing Party shall have the right to contest, at its own expense, any such tax or fee that it believes is not applicable or was paid by it in error. If requested in writing by the purchasing Party, the providing Party shall facilitate such contest either by assigning to the purchasing Party its right to claim a refund of such tax or fee, if such an assignment is permitted under applicable law, or, if an assignment is not permitted, by filing and pursuing a claim for refund on behalf of the purchasing Party but at the purchasing Party's expense.
- 8.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 8.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with

respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

- 8.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 8.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party
- 8.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 8.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 8.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.
- 8.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 8.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 8.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorneys' fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 8.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days

prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

8.5 Additional Provisions Applicable to All Taxes and Fees. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

8.6 Notwithstanding any provision of this Agreement to the contrary, any administrative, judicial, or other proceeding concerning the application or amount of a tax or fee shall be maintained in accordance with the provisions of this Section and any applicable federal, state or local law governing the resolution of such disputed tax or fee; and under no circumstances shall either Party have the right to bring a dispute related to the application or amount of a tax or fee before a regulatory authority.

9 **Force Majeure**

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided, however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease. The Party affected shall provide notice of the Force Majeure event within a reasonable period of time following such an event.

10 **Adoption of Agreements**

The Parties agree that controlling law and regulations established pursuant to 47 U.S.C. § 252 (i) shall apply with respect to the adoption by <<customer_short_name>> of any agreement filed and approved pursuant to 47 U.S.C. § 252. The Parties shall adopt such approved other interconnection agreement within a reasonable period of time. The adopted interconnection agreement shall apply to the same states as such other interconnection agreement. The term of the adopted interconnection agreement shall expire on the same date as set forth in the agreement that was adopted.

11 Modification of Agreement

11.1 If a Party changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of that Party to notify the other Party of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

11.1.1 In the event <<customer_short_name>> desires to transfer any services hereunder to another provider of Telecommunications Service, or <<customer_short_name>> desires to assume hereunder any services provisioned by AT&T to another provider of Telecommunications Service, the implementation of such transfer of services by AT&T shall be subject to separately negotiated rates, terms and conditions.

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

11.3 Intervening Law

This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate state Commission(s). In entering into this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s) which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rates(s), terms(s) and/or conditions(s) ("Provisions") of the Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party in accordance with Section 18.1 below ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to reach agreement on appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications within sixty (60) days from the Written Notice, any disputes between the Parties concerning such actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

12 Non-waiver of Legal Rights

Execution of this Agreement by either Party does not confirm or imply that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or

otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

13 Indivisibility

Subject to Section 14 (Severability), the Parties intend that this Agreement be indivisible and nonseverable, and each of the Parties acknowledges that it has assented to all of the covenants and promises in this Agreement as a single whole and that all of such covenants and promises, taken as a whole, constitute the essence of the contract. The Parties further acknowledge that this Agreement is intended to constitute a single transaction, that the obligations of the Parties under this Agreement are interdependent, and that payment obligations under this Agreement are intended to be recouped against other payment obligations under this Agreement.

14 Severability

If any provision of this Agreement, or part thereof, shall be held invalid or unenforceable in any respect, the remainder of the Agreement or provision shall not be affected thereby, provided that the Parties shall negotiate in good faith to reformulate such invalid provision, or part thereof, or related provision, to reflect as closely as possible the original intent of the parties, consistent with applicable law, and to effectuate such portions thereof as may be valid without defeating the intent of such provision and in a manner that bestows the same economic benefits established by this Agreement. In the event the Parties are unable to mutually negotiate such replacement language, either Party may elect to pursue resolution consistent with the terms and conditions set forth in Section 7 above.

15 Non-Waivers

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

16 Governing Law

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

17 Assignments and Transfers

Any assignment by either Party to any entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. The assignee must provide evidence of a Commission approved certification to provide Telecommunications Service in

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

18 Notices

18.1 With the exception of billing notices, governed by Attachment 2, every notice, consent, or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by certified US mail postage prepaid, or email if an email address is listed below, addressed to:

AT&T

AT&T Local Contract Manager
600 North 19th Street, 10th floor
Birmingham, AL 35203

and

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

<customer_name>

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

18.2 Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent.

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

19 Rule of Construction

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

20 Headings of No Force or Effect

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

21 Multiple Counterparts

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

22 Filing of Agreement

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act, and the Parties shall share equally any filing fees therefore. If the regulatory agency imposes any public interest notice fees regarding the filing or approval of the Agreement, <<customer_short_name>> shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by <<customer_short_name>>. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as <<customer_short_name>> is duly certified as a local exchange carrier in such state, except as otherwise required by a Commission.

23 Compliance with Law

The Parties have negotiated their respective rights and obligations pursuant to substantive Federal and State Telecommunications law and this Agreement is intended to memorialize the Parties' mutual agreement with respect to each Party's rights and obligations under the Act and applicable FCC and Commission orders, rules and regulations. Nothing contained herein, nor any reference to applicable rules and orders, is intended to expand on the Parties' rights and obligations as set forth herein. Consistent with Section 252 (a) of the Act and to the extent the provisions of this Agreement differ from the provisions of any Federal or State Telecommunications statute, rule or order, in effect as of the execution of this Agreement, the provisions of this Agreement shall control. Each Party shall comply at its own expense with all other laws of general applicability.

24 Necessary Approvals

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

25 Good Faith Performance

Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

26 Rates

26.1 The Parties shall pay to each other the applicable charges set forth in this Agreement. In the event that either Party is unable to bill the applicable rate for any Service, or if no rate is established or included in this Agreement, each Party reserves the right to back bill the other for such rate, or for the difference between the rate actually billed and the rate that should have been billed pursuant to this Agreement; provided, however, that subject to <<customer_short_name>>'s agreement to the limitation regarding billing disputes as described in Section 2.2 of Attachment 2 hereof, AT&T shall not back bill any amounts for services rendered more than twelve (12) months prior to the date that the charges or additional charges for such services are actually billed. Notwithstanding the foregoing, both Parties recognize that situations may exist which could necessitate back billing beyond twelve (12) months. These exceptions are:

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

26.2 To the extent a rate element is omitted or no rate is established for a particular Service, the providing Party has the right not to provision such Service until the Agreement is amended to include such rate.

26.3 To the extent either Party requests a service from the other that is not included in this Agreement, such service shall be provisioned pursuant to the rates, terms and conditions set forth in the providing Party's applicable tariffs, or pursuant to a separately negotiated agreement.

27 Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

28 Entire Agreement

28.1 This Agreement means the General Terms and Conditions, the Attachments identified in Section 28.2 below, and all documents identified therein, as such may be amended from time to time and which are incorporated herein by reference, all of which, when taken together, are intended to constitute one indivisible agreement. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained in this Agreement and merges all prior discussions between them. Any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement after the effective date of this Agreement and acknowledge and agree that any and all amounts and obligations owed for services provisioned or orders placed under prior agreements between the Parties, related to the subject matter hereof, shall be due and owing under this Agreement after the effective date of this Agreement and be governed by the rates, terms and conditions of this Agreement after the effective date of this Agreement as if such services or orders were provisioned or placed under this Agreement. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

28.2 This Agreement includes Attachments with provisions for the following:

Network Interconnection
Billing

28.3 Centralized Message Distribution Service (CMDS) is included as an option for purchase by <<customer_short_name>> pursuant to the terms and conditions set forth in this Agreement. <<customer_short_name>> may elect to purchase said service by written request to its Local Contract Manger if applicable.

28.4 Any reference throughout this Agreement to a tariff, industry guideline, AT&T's technical guideline or reference, AT&T business rule, guide or other such document containing processes or specifications applicable to the services provided pursuant to this agreement, shall be construed to refer to only those provisions thereof that are applicable to these services, and shall include any successor or replacement versions thereof, all as they are amended from time to time and all of which are incorporated herein by reference and may be found at AT&T's Interconnection Web site at: www.interconnection.bellsouth.com. References to state tariffs throughout this Agreement shall be to the tariff for the state in which the services were provisioned.

Attachment 2

Billing

TABLE OF CONTENTS

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

2. Billing Disputes10

Rates.....Exhibit A

Billing

1. Payment and Billing Arrangements

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

- 1.1 AT&T will bill through the Carrier Access Billing System (CABS), Integrated Billing System (IBS) and/or the Customer Records Information Systems (CRIS) depending on the particular service(s) provided to <<customer_short_name>> under this Agreement. AT&T will use its best efforts to format bills in CABS Billing Output Specification (CBOS) standard format. AT&T's billing format may change in accordance with applicable industry standards. AT&T's billing format may change in accordance with applicable industry standards; provided, however, that AT&T may in some instances, not apply CBOS standard format for certain types of billing for certain products and services. Billing in a format other than CBOS shall not be the basis of any <<customer_short_name>> dispute or withholding of payment.
- 1.1.1 For any service(s) AT&T receives from <<customer_short_name>>, <<customer_short_name>> shall bill AT&T in CBOS format.
- 1.1.2 AT&T will render bills each month on established bill days for each of <<customer_short_name>>'s accounts. If either Party requests multiple billing media or additional copies of the bills, the billing Party will provide these at the rates set forth in BellSouth's FCC No. 1 Tariff, Section 13.3.6.3.
- 1.1.3 AT&T will bill <<customer_short_name>> in advance for all services to be provided during the ensuing billing period except charges associated with service usage and nonrecurring charges, which will be billed in arrears.
- 1.1.4 AT&T will not perform billing and collection services for <<customer_short_name>> as a result of the execution of this Agreement.
- 1.2 Establishing Accounts. After submitting a credit profile and deposit, if required, and after receiving certification as a local exchange carrier from the appropriate Commission, <<customer_short_name>> will provide the appropriate AT&T Local Contract Manager responsible for new CLEC activation, the necessary documentation to enable AT&T to establish accounts for Local Interconnection. Such documentation shall include the Application for Master Account, if applicable, proof of authority to provide telecommunications services, the appropriate OCN for each state as assigned by NECA, CIC, if applicable, ACNA, if applicable, AT&T's blanket form LOA, Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, <<customer_short_name>> may not order services under a new account established in accordance with this Section until thirty (30) days after all information specified in this Section is received from <<customer_short_name>>.

- 1.2.1 ACNAs. <<customer_short_name>> shall provide AT&T with documentation from Telcordia identifying the ACNA assigned to it by Telcordia (as applicable) in the same legal name as reflected in the preamble to this Agreement. Such ACNA will be used by <<customer_short_name>> to order services pursuant to this Agreement and will not be shared by <<customer_short_name>> with another entity.
- 1.2.2 Company Identifiers. If <<customer_short_name>> needs to change, add to, eliminate or convert its OCN(s), ACNAs and other identifying codes (collectively “Company Identifiers”) under which it operates when <<customer_short_name>> has already been conducting business utilizing those Company Identifiers, <<customer_short_name>> shall pay all charges as a result of such change, addition, elimination or conversion to the new Company Identifiers. Such charges include, but are not limited to, all time required to make system updates to AT&T systems or <<customer_short_name>> records, and will be handled in a separately negotiated agreement or as otherwise required by AT&T.
- 1.2.3 Tax Exemption. It is the responsibility of <<customer_short_name>> to provide AT&T with a properly completed tax exemption certificate at intervals required by the appropriate taxing authorities. A tax exemption certificate must be supplied for each individual <<customer_short_name>> entity purchasing Services under this Agreement. Upon AT&T’s receipt of a properly completed tax exemption certificate, subsequent billings to <<customer_short_name>> will not include those taxes or fees from which <<customer_short_name>> is exempt. Prior to receipt of a properly completed exemption certificate, AT&T shall bill, and <<customer_short_name>> shall pay all applicable taxes and fees. In the event that <<customer_short_name>> believes that it is entitled to an exemption from and refund of taxes with respect to the amount billed prior to AT&T’s receipt of a properly completed exemption certificate, AT&T shall assign to <<customer_short_name>> its rights to claim a refund of such taxes. If applicable law prohibits the assignment of tax refund rights or requires the claim for refund of such taxes to be filed by AT&T, AT&T shall, after receiving a written request from <<customer_short_name>> and at <<customer_short_name>>’s sole expense, pursue such refund claim on behalf of <<customer_short_name>>, provided that <<customer_short_name>> promptly reimburses AT&T for any costs and expenses incurred by AT&T in pursuing such refund claim, and provided further that AT&T shall have the right to deduct any such outstanding costs and expenses from the amount of any refund obtained prior to remitting such refund to <<customer_short_name>> or to deduct any such outstanding costs and expenses from any amounts owed by AT&T to <<customer_short_name>> if no refund is obtained. <<customer_short_name>> shall be solely responsible for the computation, tracking, reporting and payment of all taxes and fees associated with the services provided by <<customer_short_name>> to its End Users.

- 1.3 Deposit Policy. Prior to the inauguration of service or, thereafter, upon AT&T's request, <<customer_short_name>> shall complete the AT&T Credit Profile (AT&T form) and provide information to AT&T regarding <<customer_short_name>>'s credit and financial condition. Based on AT&T's analysis of the AT&T Credit Profile and other relevant information regarding <<customer_short_name>>'s credit and financial condition, AT&T reserves the right to require <<customer_short_name>> to provide AT&T with a suitable form of security deposit for <<customer_short_name>>'s account(s). If, in AT&T's sole discretion, circumstances so warrant and/or <<customer_short_name>>'s gross monthly billing has increased, AT&T reserves the right to request additional security (or to require a security deposit if none was previously requested) and/or file a Uniform Commercial Code (UCC-1) security interest in <<customer_short_name>>'s "accounts receivables and proceeds".
- 1.3.1 Security deposit shall take the form of cash, an Irrevocable Letter of Credit (AT&T form), Surety Bond (AT&T form) or, in AT&T's sole discretion, some other form of security proposed by <<customer_short_name>> and accepted by AT&T Kentucky. Any such security deposit shall in no way release <<customer_short_name>> from its obligation to make complete and timely payments of its bill(s). If AT&T requires <<customer_short_name>> to provide a security deposit, <<customer_short_name>> shall provide such security deposit prior to the inauguration of service or within fifteen (15) days of AT&T's request, as applicable. Security deposit request notices will be sent to <<customer_short_name>> via certified mail or overnight delivery. Such notice period will start the day after the deposit request notice is rendered by certified mail or overnight delivery. Interest on a cash security deposit shall accrue and be applied or refunded in accordance with the terms in AT&T's GSST.
- 1.3.2 Security deposits collected under this Section shall not exceed two (2) months' estimated billing for services pursuant to this Agreement. Estimated billings are calculated based upon the monthly average of the previous six (6) months current billings, if <<customer_short_name>> has received service from AT&T during such period at a level comparable to that anticipated to occur over the next six (6) months. If either <<customer_short_name>> or AT&T has reason to believe that the level of service to be received during the next six (6) months will be materially higher or lower than received in the previous six (6) months, <<customer_short_name>> and AT&T shall agree on a level of estimated billings based on all relevant information.
- 1.3.3 In the event <<customer_short_name>> fails to provide AT&T with a suitable form of security deposit or additional security deposit as required herein, defaults on its account(s), or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time required, service to <<customer_short_name>> may be Suspended, Discontinued or Terminated in accordance with the terms of Section 1.5 below. Upon Termination of services, AT&T shall apply any security deposit to <<customer_short_name>>'s final bill

for its account(s). If no bill is rendered to <<customer_short_name>>, AT&T shall, nevertheless, apply any security deposit to <<customer_short_name>>'s outstanding balance.

- 1.3.3.1 At least seven (7) days prior to the expiration of any letter of credit provided by <<customer_short_name>> as security under this Agreement, <<customer_short_name>> shall renew such letter of credit or provide AT&T with evidence that <<customer_short_name>> has obtained a suitable replacement for the letter of credit. If <<customer_short_name>> fails to comply with the foregoing, AT&T shall thereafter be authorized, in its sole discretion, to draw down the full amount of such letter of credit and utilize the cash proceeds as security for <<customer_short_name>> accounts(s) and utilize the cash proceeds to any outstanding balance on <<customer_short_name>>'s account. If <<customer_short_name>> provides a security deposit or additional security deposit in the form of a surety bond as required herein, <<customer_short_name>> shall renew the surety bond or provide AT&T with evidence that <<customer_short_name>> has obtained a suitable replacement for the surety bond at least seven (7) days prior to the cancellation date of the surety bond. If <<customer_short_name>> fails to comply with the foregoing, AT&T shall thereafter be authorized, in its sole discretion, to take action on the surety bond and utilize the cash proceeds as security for <<customer_short_name>>'s account(s) and utilize the cash proceeds to any outstanding balance on <<customer_short_name>>'s accounts. If the credit rating of any bonding company that has provided <<customer_short_name>> with a surety bond provided as security hereunder has fallen below B, AT&T will provide written notice to <<customer_short_name>> that <<customer_short_name>> must provide a replacement bond or other suitable security within fifteen (15) days of AT&T's written notice. If <<customer_short_name>> fails to comply with the foregoing, AT&T shall thereafter be authorized, in its sole discretion, to take action on the surety bond and utilize the cash proceeds as security for <<customer_short_name>>'s account(s) or apply the cash proceeds to any outstanding balance on <<customer_short_name>>'s accounts. Notwithstanding anything contained in this Agreement to the contrary, AT&T shall be authorized, in its sole discretion, to draw down the full amount of any letter of credit or take action on any surety bond provided by <<customer_short_name>> as security hereunder if <<customer_short_name>> defaults on its account(s) or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time, as required herein and utilize any remaining cash proceeds as security for <<customer_short_name>>'s accounts.

- 1.4 Payment Responsibility. Payment of all charges will be the responsibility of <<customer_short_name>>. <<customer_short_name>> shall pay invoices by utilizing wire transfer services or automatic clearing house services. <<customer_short_name>> shall make payment to AT&T for all services billed including disputed amounts. AT&T will not become involved in billing disputes

that may arise between <<customer_short_name>> and <<customer_short_name>>'s End User.

- 1.4.1 Payment Due. Payment for services provided by AT&T, including disputed charges, is due on or before the next bill date. Information required to apply payments must accompany the payment. The information must notify AT&T of Billing Account Numbers (BAN) paid; invoices paid and the amount to be applied to each BAN and invoice (Remittance Information). Payment is considered to have been made when the payment and Remittance Information are received by AT&T. If the Remittance Information is not received with payment, AT&T will be unable to apply amounts paid to <<customer_short_name>>'s accounts. In such event, AT&T shall hold such funds until the Remittance Information is received. If AT&T does not receive the Remittance Information by the payment due date for any account(s), late payment charges shall apply.
- 1.4.1.1 Due Dates. If the payment due date falls on a Sunday or on a holiday that is observed on a Monday, the payment due date shall be the first non-holiday day following such Sunday or holiday. If the payment due date falls on a Saturday or on a holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-holiday day preceding such Saturday or holiday. If payment is not received by the payment due date, a late payment charge, as set forth in Section 1.4.1.2, below, shall apply.
- 1.4.1.2 Late Payment. If any portion of the payment is not received by AT&T on or before the payment due date as set forth above, or if any portion of the payment is received by AT&T in funds that are not immediately available to AT&T, then a late payment and/or interest charge shall be due to AT&T. The late payment and/or interest charge shall apply to the portion of the payment not received and shall be assessed as set forth in Section E2 of the AT&T intrastate Access Services Tariff, or pursuant to the applicable state law as determined by AT&T. In addition to any applicable late payment and/or interest charges, <<customer_short_name>> may be charged a fee for all returned checks pursuant to the applicable state law.
- 1.5 Discontinuing Service to <<customer_short_name>>. The procedures for discontinuing service to <<customer_short_name>> are as follows:
- 1.5.1 In order of severity, Suspend/Suspension, Discontinue/Discontinuance and Terminate/Termination are defined as follows for the purposes of this Attachment:
- 1.5.1.1 Suspend/Suspension is the temporary restriction of the billed Party's access to the ordering systems. In addition, during Suspension, pending orders may not be completed and orders for new service or changes to existing services may not be accepted.

- 1.5.1.2 Discontinue/Discontinuance is the denial of service by the billing Party to the billed Party that will result in the disruption and discontinuation of service to the billed Party's End Users or customers.
- 1.5.1.3 Terminate/Termination is the disconnection of service by the billing Party to the billed Party.
- 1.5.2 AT&T reserves the right to Suspend, Discontinue or Terminate service in the event of prohibited, unlawful or improper use of AT&T facilities or service, abuse of AT&T facilities, or any other violation or noncompliance by <<customer_short_name>> of the rules and regulations of AT&T's tariffs.
- 1.5.3 Suspension. If payment of amounts due as described herein is not received by the bill date in the month after the original bill date, or fifteen (15) days from the date of a deposit request in the case of security deposits, AT&T will provide written notice to <<customer_short_name>> that services will be Suspended if payment of such amounts, and all other amounts that become past due before Suspension, is not received by wire transfer, automatic clearing house or cashier's check in the manner set forth in Section 1.4.1 above, or in the case of a security deposit request, in the manner set forth in Section 1.3.1 above: (1) within seven (7) days following such notice for CABS billed services; and (2) within seven (7) days following such notice for security deposit requests.
- 1.5.3.1 For CABS billed services, AT&T will provide a Discontinuance notice that is separate from the Suspension notice, that all past due charges for CABS billed Services, and all other amounts that become past due for such services before Discontinuance, must be paid within thirty (30) days from the date of the Suspension notice to avoid Discontinuance of CABS billed services. This Discontinuance notice may be provided at the same time that AT&T provides the Suspension notice.
- 1.5.4 Discontinuance. If payment of amounts due as described herein is not received by the bill date in the month after the original bill date, AT&T will provide written notice that AT&T may Discontinue the provision of existing services to <<customer_short_name>> if payment of such amounts, and all other amounts that become past due before Discontinuance, including requested security deposits, is not received by wire transfer, automatic clearing house or cashier's check in the manner set forth in Section 1.4.1 above or in the case of a deposit in accordance with Section 1.3.1 above, within thirty (30) days following such written notice; provided, however, that AT&T may provide written notice that such existing services may be Discontinued within fifteen (15) days following such notice, subject to the criteria described in Section 1.5.5 below.
- 1.5.5 AT&T may take the action to Discontinue the provision of existing service upon fifteen (15) days from the day after AT&T provides written notice of such Discontinuance if (a) such notice is sent by certified mail or overnight delivery;

(b) <<customer_short_name>> has not paid all amounts due pursuant to a subject bill(s), or has not provided adequate security pursuant to a deposit request; and (c) either:

(1) AT&T has sent the subject bill(s) to <<customer_short_name>> within seven (7) business days of the bill date(s), verifiable by records maintained by AT&T:

- i. in paper or CDROM form via the United States Postal Service (USPS), or
- ii. in magnetic tape form via overnight delivery, or
- iii. via electronic transmission; or

(2) AT&T has sent the subject bill(s) to <<customer_short_name>>, using one of the media described in (1) above, more than thirty (30) days before notice to Discontinue service has been rendered.

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

1.5.7 If, within seven (7) days after <<customer_short_name>>'s services have been Discontinued, <<customer_short_name>> pays, by wire transfer, automatic clearing house or cashier's check, all past due charges, including late payment charges and outstanding security deposit request amounts if applicable, then AT&T will reestablish service for <<customer_short_name>>.

1.5.7.1 Termination. If within seven (7) days after <<customer_short_name>>'s service has been Discontinued and <<customer_short_name>> has failed to pay all past due charges as described above, then <<customer_short_name>>'s service will be Terminated.

1.6 Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, disconnection of services for nonpayment of charges, and rejection of additional orders from <<customer_short_name>>, shall be forwarded to the individual and/or address provided by <<customer_short_name>> in establishment of its billing account(s) with AT&T, or to the individual and/or address subsequently provided by <<customer_short_name>> as the contact for billing. All monthly bills and notices described in this Section shall be forwarded to the same individual and/or address; provided, however, upon written request from <<customer_short_name>> to AT&T's billing organization, the notice of discontinuance of services purchased by <<customer_short_name>> under this Agreement provided for in Section 1.5.4 above shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions.

2. **Billing Disputes**

- 2.1 <<customer_short_name>> shall electronically submit all billing disputes to AT&T using the form specified by AT&T. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) days of the notification date. Within five (5) business days of AT&T's denial, or partial denial, of the billing dispute, if <<customer_short_name>> is not satisfied with AT&T's resolution of the billing dispute or if no response to the billing dispute has been received by <<customer_short_name>> by such sixtieth (60th) day, <<customer_short_name>> must pursue the escalation process as outlined in the Billing Dispute Escalation Matrix, set forth on AT&T's Interconnection Services Web site, or the billing dispute shall be considered denied and closed. If, after escalation, the Parties are unable to reach resolution, then the aggrieved Party, if it elects to pursue the dispute shall pursue dispute resolution in accordance with General Terms and Conditions.
- 2.2 For purposes of this Section 2, a billing dispute means a reported dispute submitted pursuant to Section 2.1 above of a specific amount of money actually billed by AT&T. The billing dispute must be clearly explained by <<customer_short_name>> and supported by written documentation, which clearly shows the basis for disputing charges. The determination as to whether the billing dispute is clearly explained or clearly shows the basis for disputing charges shall be within AT&T's sole reasonable discretion. Disputes that are not clearly explained or those that do not provide complete information may be rejected by AT&T. Claims by <<customer_short_name>> for damages of any kind will not be considered a billing dispute for purposes of this Section. If AT&T resolves the billing dispute, in whole or in part, in favor of <<customer_short_name>>, any credits and interest due to <<customer_short_name>> as a result thereof shall be applied to <<customer_short_name>>'s account by AT&T upon resolution of the billing dispute.

3. **Non-InterCompany Settlements**

- 3.1 Direct Participants are Telecommunications carriers that exchange data directly with other Direct Participants via the Centralized Message Distribution System (CMDS) Data Center (Direct Participant) and may act as host companies (Host) for those Telecommunications carriers that do not exchange data directly via the CMDS Data Center.
- 3.2 The Non-InterCompany (NICS) is the national system administered by Telcordia that is used in the settlement of revenues for calls that are originated and billed by two (2) different local exchange carriers (LEC) within a single Direct Participant's territory to another for billing. NICS applies to calls involving another LEC

where the Earning Company and the Billing Company are located within AT&T Southeast Region 9-State.

- 3.3 In association with message distribution service, AT&T will provide <<customer_short_name>> with associated intercompany settlements reports as appropriate.
- 3.4 Notwithstanding anything in this Agreement to the contrary, in no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Section 3.
- 3.5 Intercompany Settlements Messages
- 3.5.1 Intercompany Settlements Messages facilitate the settlement of revenues associated with traffic originated from or billed by <<customer_short_name>> as a facilities based provider of local exchange telecommunications services.
- 3.5.2 AT&T will receive the monthly NICS reports from Telcordia on behalf of <<customer_short_name>> and will distribute copies of these reports to <<customer_short_name>> on a monthly basis.
- 3.5.3 Through NICS, AT&T will collect the revenue earned by <<customer_short_name>> within the AT&T Southeast Region 9-State from another LEC also within the AT&T Southeast Region 9-State where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of <<customer_short_name>>. AT&T will remit the revenue billed by <<customer_short_name>> within the AT&T Southeast Region 9-State to the LEC also within the AT&T Southeast Region 9-State, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two (2) amounts will be netted together by AT&T and the resulting charge or credit issued to <<customer_short_name>> via a CABS miscellaneous bill on a monthly basis in arrears.
- 3.5.4 AT&T and <<customer_short_name>> agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

LOCAL INTERCONNECTION - Kentucky						Attachment: 1 Exh A										
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS Rates(\$)
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
TANDEM SWITCHING																
	Tandem Switching Function Per MOU					0.0006772bk										
	Multiple Tandem Switching, per MOU (applies to initial tandem only)					0.0006772										
	Tandem Intermediary Charge, per MOU*					0.0025										
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
TRUNK CHARGE																
	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.58			8.13						
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.58			8.13						
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEQP	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU					0.0000030bk										
	Common Transport - Facilities Termination Per MOU					0.0007466bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.01										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	29.11	47.34	31.78	22.77	8.75						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0115										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	20.97	47.35	31.78	22.77	8.75						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0115										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	20.97	47.35	31.78	22.77	8.75						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.23										
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	96.04	105.52	98.46	23.09	20.49						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.97										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	1,175.15	335.40	219.24	89.57	87.75						
LOCAL CHANNEL - DEDICATED TRANSPORT																
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	18.57	265.78	46.96	46.79	4.98						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	19.86	266.48	47.65	47.54	5.73						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	40.46	209.60	176.51	30.21	21.07						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	576.05	551.38	338.08	173.00	120.42						
LOCAL INTERCONNECTION MID-SPAN MEET																
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
MULTIPLEXERS																
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	113.33	101.40	71.60	13.79	13.04						
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	158.20	199.23	118.62	50.16	48.59						
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	11.80	10.07	7.08								
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable AT&T tariff.																

Attachment 1
Network Interconnection

TABLE OF CONTENTS

1	General.....	3
2	Definitions: (For the purpose of this Attachment).....	3
3	Direct Interconnection	5
4	Direct Interconnection Trunk Group Architectures	7
5	Network Design And Management For Direct Interconnection.....	13
6	Forecasting for Trunk Provisioning for Direct Interconnection	14
7	Indirect Interconnection	
8	Additional Requirements for Direct and Indirect Interconnection	20

Rates	Exhibit A
Basic Architecture	Exhibit B
One Way Architecture	Exhibit C
Two Way Architecture	Exhibit D

NETWORK INTERCONNECTION

1 General

1.1 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (Local Traffic), ISP-Bound Traffic, and exchange access (Switched Access Traffic) on the following terms:

2 Definitions: (For the purpose of this Attachment)

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

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

2.2 **Automatic Number Identification (ANI)** corresponds to the seven-digit telephone number assigned by the serving local exchange carrier.

2.3 **AT&T Trunk Group** is defined as a one-way trunk group carrying AT&T originated traffic to be terminated by <<customer_short_name>>.

2.4 **911 Service** is as described in this Attachment.

2.5 **Call Termination** has the meaning set forth for "termination" in 47 C.F.R. § 51.701(d).

2.6 **Call Transport** has the meaning set forth for "transport" in 47 C.F.R. § 51.701(c).

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

2.8 **Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between (1) the terminating Party's tandem switch and end office switch, (2) between the terminating Party's tandem switches, and/or (3) between the terminating Party's host and remote end office switches. All switches referred herein must be entered into The Telcordia® LERG™ Routing Guide (LERG).

2.9 **Dedicated Interoffice Facility** is defined as a switch transport facility between a Party's Serving Wire Center and the first point of switching within the LATA on the other Party's network.

- 2.10** **Direct Interconnection** is defined as the physical interconnection of facilities and equipment provided by <<CUSTOMER_SHORT_NAME>> and AT&T for the exchange of traffic pursuant to this Agreement. To effectuate Direct Interconnection, such facilities and equipment must be dedicated solely to the exchange of Local Traffic, ISP-bound Traffic, IntraLATA Toll Traffic and Transit Traffic between the Parties, and such facilities and equipment shall include any existing Direct Interconnection arrangement established between AT&T and <<CUSTOMER_SHORT_NAME>> for the exchange of traffic between AT&T and <<CUSTOMER_SHORT_NAME>>.
- 2.11** **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.
- 2.12** **Fiber Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends.
- 2.13** **Final Trunk Group** is defined as the last choice trunk group between two (2) switches for which there is no alternate route.
- 2.14** **Indirect Interconnection** is defined as the interconnection of <<CUSTOMER_SHORT_NAME>> with AT&T through the utilization of an existing interconnection arrangement as set forth in Section 7 of this Attachment.
- 2.15** **Integrated Services Digital Network User Part (ISUP)** is a message protocol to support call set-up and release for interoffice voice connections over SS7 signaling.
- 2.16** **Interconnection Point (IP)** is the physical telecommunications equipment interface that interconnects the networks of AT&T and <<customer_short_name>> for the exchange of telecommunications traffic between the Parties.
- 2.17** **IntraLATA Toll Traffic** is as defined in this Attachment.
- 2.18** **ISP-Bound Traffic** is as defined in this Attachment.
- 2.19** **Local Channel** is defined as a switched transport facility between a Party's Interconnection Point and the IP's Serving Wire Center.
- 2.20** **Local Traffic** is as defined in this Attachment.
- 2.21** **Public Safety Answering Point (PSAP)** is the answering location for 911 calls.

- 2.22** **Selective Routing (SR)** is a standard feature that routes an E911 call from the tandem to the designated PSAP based upon the address of the ANI of the calling party.
- 2.23** **Serving Wire Center (SWC)** is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its IP.
- 2.24** **Signaling System 7 (SS7)/Common Channel Signaling 7 (CCS7)** is an out-of-band signaling system used to provide basic routing information, call set-up and other call termination functions. Signaling is removed from the voice channel and put on a separate data network.
- 2.25** **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office through the provision of trunk side to trunk side switching.
- 2.26** **Transit Traffic, with respect to Direct Interconnection**, is traffic originating on <<CUSTOMER_SHORT_NAME>>'s network that is switched and/or transported by AT&T and delivered to a third party's network, or traffic originating on a third party's network that is switched and/or transported by AT&T and delivered to <<customer_short_name>>'s network.
- 2.27** **Transit Traffic, with respect to Indirect Interconnection**, is traffic that is exchanged pursuant to Section 7 of this Agreement and that is originated by <<CUSTOMER_SHORT_NAME>>, is switched and/or transported by AT&T and is delivered to a third party's network, or traffic that is originated on a third party's network, is switched and/or transported by AT&T and is delivered to <<customer_short_name>>.

3 Direct Interconnection

- 3.1** Direct Interconnection may be provided by the Parties at any technically feasible point within AT&T's network. Direct Interconnection will be provided either through Dedicated Facilities as described in Section 3.2 or by Fiber Meet as described in Section 3.3.
- 3.1.1** Each Party is responsible for providing, engineering and maintaining the network on its side of the IP. An IP must be located within AT&T's serving territory in the LATA in which traffic is originating. An IP determines the point at which the originating Party shall deliver Local Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic, and Transit Traffic for termination. Both Parties will act in good faith to ensure that any IP is efficient for both Parties, to the extent possible.
- 3.1.2** Pursuant to the provisions of this Attachment, the location of the initial IP in a given LATA shall be established by mutual agreement of the Parties. Subject to the requirements for installing additional IPs, as set forth below, any IPs existing

prior to the Effective Date of the Agreement will be accepted as initial IPs and will not require re-grooming. When the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between each other, the Parties shall mutually agree to the location of IP(s). If the Parties are unable to agree to a mutual initial IP, each Party, as originating Party, shall establish a single IP in the LATA for the delivery of its originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the other Party for Call Transport and Termination by the terminating Party.

- 3.1.3 Additional IP(s) in a LATA may be established by mutual agreement of the Parties. Notwithstanding the foregoing, additional IP(s) in a particular LATA shall be established, at the request of either Party, when the Local Traffic and ISP-Bound Traffic exceeds eight point nine (8.9) million minutes per month for three (3) consecutive months at the proposed location of the additional IP. AT&T will not request the establishment of an IP in an AT&T Central Office where physical or virtual collocation space is not available or where AT&T fiber connectivity is not available. When the Parties agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic the Parties must agree to the location of the IP(s).

3.2 **Interconnection via Dedicated Facilities**

- 3.2.1 **Local Channel Facilities.** As part of Call Transport and Termination, the originating Party may obtain Local Channel facilities from the terminating Party. The percentage of Local Channel facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as set forth in this Attachment. The charges applied to the percentage of Local Channel facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF factor are as set forth in Exhibit A. The remaining percentage of Local Channel facilities shall be billed at AT&T's intrastate Access Services Tariff or AT&T's FCC No. 1 Tariff rates.

- 3.2.2 **Dedicated Interoffice Facilities.** As a part of Call Transport and Termination, the originating Party may obtain Dedicated Interoffice Facilities from the terminating Party. The percentage of Dedicated Interoffice Facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the PLF factor as set forth in this Attachment. The charges applied to the percentage of the Dedicated Interoffice Facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF factor are as set forth in Exhibit A. The remaining percentage of the Dedicated Interoffice Facilities shall be billed at AT&T's intrastate Access Services Tariff or AT&T's FCC No. 1 Tariff rates.

- 3.3 **Fiber Meet.** Notwithstanding Sections 3.1.1, 3.1.2, and 3.1.3 above, if <<customer_short_name>> elects to establish interconnection with AT&T pursuant to a Fiber Meet Local Channel, <<customer_short_name>> and AT&T

shall jointly engineer, operate and maintain a Synchronous Optical Network (SONET) transmission system by which they shall interconnect their transmission and routing of Local Traffic and ISP-Bound Traffic via a Local Channel at either the DS1 or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, <<customer_short_name>>'s SONET transmission system must be compatible with AT&T's equipment, and the Data Communications Channel (DCC) must be turned off.

- 3.3.1 Each Party, at its own expense, shall procure, install and maintain the agreed upon SONET transmission system in its network.
- 3.3.2 The Parties shall agree to a Fiber Meet point between the AT&T Serving Wire Center and the <<customer_short_name>> Serving Wire Center. The Parties shall deliver their fiber optic facilities to the Fiber Meet point with sufficient spare length to reach the fusion splice point for the Fiber Meet point. AT&T shall, at its own expense, provide and maintain the fusion splice point for the Fiber Meet. A building type CLLI code will be established for each Fiber Meet point. All orders for interconnection facilities from the Fiber Meet point shall indicate the Fiber Meet point as the originating point for the facility.
- 3.3.3 Upon verbal request by <<customer_short_name>>, AT&T shall allow <<customer_short_name>> access to the fusion splice point for the Fiber Meet point for maintenance purposes on <<customer_short_name>>'s side of the Fiber Meet point.
- 3.3.4 Neither Party shall charge the other for its Local Channel portion of the Fiber Meet facility used exclusively for Local Traffic and ISP-Bound Traffic. The percentage of Local Channel facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the PLF factor as set forth in this Attachment. The charges applied to the percentage of Local Channel facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF factor are as set forth in Exhibit A. The remaining percentage of Local Channel facilities shall be billed at AT&T's applicable access tariff rates. Charges for switched and special access services shall be billed in accordance with the applicable AT&T intrastate Access Services Tariff and or AT&T's FCC No. 1 Tariff.

4 Interconnection Trunk Group Architectures

- 4.1 AT&T and <<customer_short_name>> shall establish interconnecting trunk groups and trunk group configurations between networks, including the use of one-way or two-way trunks in accordance with the following provisions set forth in this Attachment. For trunking purposes, traffic will be routed based on the digits dialed by the originating end user and in accordance with the LERG.
- 4.2 <<customer_short_name>> shall establish an interconnection trunk group(s) to at least one (1) AT&T access tandem within the LATA for the delivery of

<<customer_short_name>>'s originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and for the receipt and delivery of Transit Traffic. To the extent <<customer_short_name>> desires to deliver Local Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic and/or Transit Traffic to AT&T access tandems within the LATA, other than the tandems(s) to which <<customer_short_name>> has established interconnection trunk groups, <<customer_short_name>> shall pay the appropriate rates for Multiple Tandem Access, as described in this Attachment.

- 4.2.1 Notwithstanding the forgoing, <<customer_short_name>> shall establish an interconnection trunk group(s) to all AT&T access and local tandems in the LATA where <<customer_short_name>> has homed (i.e., assigned) its NPA/NXXs. <<customer_short_name>> shall home its NPA/NXXs on the AT&T tandems that serve the exchange rate center areas to which the NPA/NXXs are assigned. The specified exchange rate center assigned to each AT&T tandem is defined in the LERG. <<customer_short_name>> shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.
- 4.3 Switched access traffic will be delivered to and from IXCs based on <<customer_short_name>>'s NXX access tandem homing arrangement as specified by <<customer_short_name>> in the LERG.
- 4.4 Any <<customer_short_name>> interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, (2) affects traffic delivered to <<customer_short_name>> from an AT&T switch, and (3) requires special AT&T switch translations and other network modifications will require <<customer_short_name>> to submit a BFR/NBR via the BFR/NBR Process as set forth in Attachment 11.
- 4.5 Recurring and nonrecurring rates associated with interconnecting trunk groups between AT&T and <<customer_short_name>> are set forth in Exhibit A. To the extent a rate associated with the interconnecting trunk group is not set forth in Exhibit A, the rate shall be as set forth in the appropriate AT&T intrastate Access Services Tariff or AT&T's FCC No. 1 Tariff.
- 4.6 All trunk groups will be provisioned as SS7 capable where technically feasible. If SS7 is not technically feasible, multi-frequency (MF) protocol signaling shall be used.
- 4.7 In cases where <<customer_short_name>> is also an IXC, the IXC's Feature Group D (FG D) trunk group(s) must remain separate from the local interconnection trunk group(s).
- 4.8 Each Party shall order interconnection trunks and trunk group including trunk and trunk group augmentations via the Access Service Request (ASR) process. A Firm Order Confirmation (FOC) shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the timeframes set forth in each state's applicable

Performance Measures. Notwithstanding the foregoing, blocking situations and projects shall be managed through AT&T's Carrier Interconnection Switching Center (CISC) Project Management Group and <<customer_short_name>>'s equivalent trunking group, and FOCs for such orders shall be returned in the timeframes applicable to the project. A project is defined as (1) a new trunk group or (2) a request for more than one hundred ninety-two (192) trunks on a single or multiple group(s) in a given AT&T local calling area.

- 4.9 Interconnection Trunk Groups for Exchange of Local Traffic and Transit Traffic
- 4.9.1 Upon mutual agreement of the Parties in a joint planning meeting, the Parties shall exchange Local Traffic on two-way interconnection trunk group(s) with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Parties shall agree upon the IP(s) for two-way interconnection trunk groups transporting both Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. <<customer_short_name>> shall order such two-way trunks via the ASR process. AT&T will use the Trunk Group Service Request (TGSR) to request changes in trunking. Furthermore, the Parties shall jointly review trunk performance and forecasts in accordance with Section 6 below. The Parties' use of two-way interconnection trunk groups for the transport of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between the Parties does not preclude either Party from establishing additional one-way interconnection trunks for the delivery of its originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the other Party. Other trunk groups for operator services, directory assistance and intercept must be established pursuant to AT&T's intrastate Access Services Tariff and/or AT&T's FCC No. 1 Tariff.
- 4.9.2 AT&T Access Tandem Interconnection. AT&T Access Tandem interconnection at a single Access Tandem provides access to those End Offices subtending that access tandem (Intratandem Access). Access Tandem interconnection is available for any of the following access tandem architectures:
- 4.9.2.1 Basic Architecture. In the basic architecture, <<customer_short_name>>'s originating Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and originating and terminating Transit Traffic is transported on a single two-way trunk group between <<customer_short_name>> and AT&T Access Tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between <<customer_short_name>> and ICOs, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with AT&T, and other network providers with which <<customer_short_name>> desires to exchange traffic. This trunk group also carries <<customer_short_name>> originated Transit Traffic transiting a single AT&T Access Tandem destined to third party tandems such as an ICO tandem or other CLEC tandem. AT&T originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to

<<customer_short_name>>. The LERG contains current routing and tandem serving arrangements. The basic Architecture is illustrated in Exhibit B.

4.9.2.2 One-Way Trunk Group Architecture. In one-way trunk group architecture, the Parties interconnect using three (3) separate trunk groups. A one-way trunk group provides Intratandem Access for <<customer_short_name>>-originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic destined for AT&T end users. A second one-way trunk group carries AT&T-originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic destined for <<customer_short_name>> end users. A two-way trunk group provides Intratandem Access for <<customer_short_name>>'s originating and terminating Transit Traffic. This trunk group carries Transit Traffic between <<customer_short_name>> and ICOs, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with AT&T, and other network providers with which <<customer_short_name>> exchanges traffic. This trunk group also carries <<customer_short_name>> originated Transit Traffic transiting a single AT&T Access Tandem destined to third party tandems such as an ICO tandem or other CLEC tandem. AT&T originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to <<customer_short_name>>. The LERG contains current routing and tandem serving arrangements. The one-way trunk group architecture is illustrated in Exhibit C.

4.9.2.3 Two-Way Trunk Group Architecture. The two-way trunk group Architecture establishes one (1) two-way trunk group to provide Intratandem Access for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between <<customer_short_name>> and AT&T. In addition, a separate two-way transit trunk group must be established for <<customer_short_name>>'s originating and terminating Transit Traffic. This trunk group carries Transit Traffic between <<customer_short_name>> and ICOs, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with AT&T, and other network providers with which <<customer_short_name>> exchanges traffic. This trunk group also carries <<customer_short_name>> originated Transit Traffic transiting a single AT&T Access Tandem destined to third party tandems such as an ICO tandem or other CLEC tandem. AT&T originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to <<customer_short_name>>. However, where <<customer_short_name>> is responsive in a timely manner to AT&T's transport needs for its originated traffic, AT&T originating traffic will be placed on the two-way Local Traffic trunk group carrying ISP-Bound Traffic and IntraLATA Toll Traffic. The LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit D.

4.9.2.4 Multiple Tandem Access (MTA) Interconnection

4.9.2.4.1 Where <<customer_short_name>> does not choose access tandem interconnection at every AT&T Access Tandem within a LATA, <<customer_short_name>> must utilize AT&T's MTA interconnection. To utilize MTA <<customer_short_name>> must establish an interconnection trunk group(s) at a minimum of one (1) AT&T Access Tandem within each LATA as required. AT&T will route <<customer_short_name>>'s originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic for LATA wide transport and termination. <<customer_short_name>> must also establish an interconnection trunk group(s) at all AT&T Access Tandems where <<customer_short_name>> NXXs are homed as described in Section 4.9.2.1 above. If <<customer_short_name>> does not have NXXs homed at any particular AT&T Access Tandem within a LATA and elects not to establish an interconnection trunk group(s) at such AT&T Access Tandem, <<customer_short_name>> can order MTA in each AT&T Access Tandem within the LATA where it does have an interconnection trunk group(s) and AT&T will terminate <<customer_short_name>>'s Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to end users served through those AT&T Access Tandems where <<customer_short_name>> does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with AT&T's Ordering Guidelines.

4.9.2.4.2 <<customer_short_name>> may also utilize MTA to route its originated Transit Traffic; provided, however, that MTA may not be utilized to route switched access traffic that transits the AT&T network to an IXC. Switched access traffic originated by or terminated to <<customer_short_name>> will be delivered to and from IXCs based on <<customer_short_name>>'s NXX access tandem homing arrangement as specified by <<customer_short_name>> in the LERG.

4.9.2.4.3 Compensation for MTA shall be at the applicable tandem switching and transport charges specified in Exhibit A and shall be billed in addition to any Call Transport and Termination charges.

4.9.2.4.4 To the extent <<customer_short_name>> does not purchase MTA in a LATA served by multiple Access Tandems, <<customer_short_name>> must establish an interconnection trunk group(s) to every Access Tandem in the LATA to serve the entire LATA. To the extent <<customer_short_name>> routes its traffic in such a way that utilizes AT&T's MTA service without properly ordering MTA, <<customer_short_name>> shall pay AT&T the associated MTA charges.

4.9.3 Local Tandem Interconnection

4.9.3.1 Local Tandem Interconnection arrangement allows <<customer_short_name>> to establish an interconnection trunk group(s) at AT&T local tandems for: (1) the delivery of <<customer_short_name>>-originated Local Traffic and ISP-Bound Traffic transported and terminated by AT&T to AT&T End Offices served by those AT&T local tandems, and (2) for local Transit Traffic transported by AT&T

for third party network providers who have also established an interconnection trunk group(s) at those AT&T local tandems.

- 4.9.3.2 When a specified local calling area is served by more than one (1) AT&T local tandem, <<customer_short_name>> must designate a “home” local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, <<customer_short_name>> may choose to establish an interconnection trunk group(s) at the AT&T local tandems where it has no codes homing but is not required to do so. <<customer_short_name>> may deliver Local Traffic and ISP-Bound Traffic to a “home” AT&T local tandem that is destined for other AT&T or third party network provider end offices subtending other AT&T local tandems in the same local calling area where <<customer_short_name>> does not choose to establish an interconnection trunk group(s). It is <<customer_short_name>>’s responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to <<customer_short_name>>’s codes. Likewise, <<customer_short_name>> shall obtain its routing information from the LERG.
- 4.9.3.3 Notwithstanding establishing an interconnection trunk group(s) to AT&T’s local tandems, <<customer_short_name>> must also establish an interconnection trunk group(s) to AT&T Access Tandems within the LATA on which <<customer_short_name>> has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access and toll traffic, and traffic to Type 2A CMRS connections located at the Access Tandems. AT&T shall not switch SWA traffic through more than one AT&T access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the AT&T Access Tandem for completion. (Type 2A CMRS interconnection is defined in Section A35 of AT&T’s GSST).
- 4.9.3.4 AT&T’s provisioning of Local Tandem Interconnection assumes that <<customer_short_name>> has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.
- 4.9.4 Transit Traffic Trunk Group
- 4.9.4.1 Transit Traffic trunks can either be two-way trunks or two (2) one-way trunks ordered by <<customer_short_name>> to deliver and receive Transit Traffic. Establishing Transit Traffic trunks at AT&T Access and Local Tandems provides Intratandem Access to the third parties also interconnected at those tandems. <<customer_short_name>> shall be responsible for all recurring and nonrecurring charges associated with Transit Traffic trunks and facilities.

4.9.4.2 Toll Free Traffic

- 4.9.4.2.1 If <<customer_short_name>> chooses AT&T to perform the Service Switching Point (SSP) Function (i.e., handle Toll Free database queries) from AT&T's switches, all <<customer_short_name>> originating Toll Free traffic will be routed over the Transit Traffic Trunk Group and shall be delivered using GR-394 format. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.
- 4.9.4.2.2 <<customer_short_name>> may choose to perform its own Toll Free database queries from its switch. In such cases, <<customer_short_name>> will determine the nature (local/intraLATA/interLATA) of the Toll Free call (local/IntraLATA/InterLATA) based on the response from the database. If the call is an AT&T local or intraLATA Toll Free call, <<customer_short_name>> will route the post-query local or IntraLATA converted ten (10)-digit local number to AT&T over the local or intraLATA trunk group. If the call is a third party (ICO, IXC, CMRS or other CLEC) local or intraLATA Toll Free call, <<customer_short_name>> will route the post-query local or intraLATA converted ten (10)-digit local number to AT&T over the Transit Traffic Trunk Group and <<customer_short_name>> shall provide to AT&T a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free call, <<customer_short_name>> will route the post-query interLATA Toll Free call (1) directly from its switch for carriers interconnected with its network or (2) over the Transit Traffic Trunk Group to carriers that are not directly connected to <<customer_short_name>>'s network but that are connected to AT&T's Access Tandem.
- 4.9.4.2.3 All post-query Toll Free calls for which <<customer_short_name>> performs the SSP function, if delivered to AT&T, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend an AT&T Access Tandem within the LATA.

5 **Network Design And Management For Direct Interconnection**

- 5.1 Network Management and Changes. The Parties will exchange toll-free maintenance contact numbers and escalation procedures. The Parties will provide public notice of network changes in accordance with applicable federal and state rules and regulations.
- 5.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS1 pursuant to Telcordia Standard No. GR-NWT-00499. Where <<customer_short_name>> chooses to utilize SS7 signaling, also known as CCS7, SS7 connectivity is required between the <<customer_short_name>> switch and the AT&T STP. AT&T will provide SS7 signaling using Common Channel Signaling Access Capability in accordance

with the technical specifications set forth in the AT&T Guidelines to Technical Publication, GR-905-Core. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall provide calling number ID (Calling Party Number) when technically feasible.

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

6 **Forecasting for Trunk Provisioning for Direct Interconnection**

- 6.1 Within six (6) months after execution of this Agreement, <<customer_short_name>> shall provide an initial interconnection trunk group forecast for each LATA in which it plans to provide service within AT&T's Southeast region. Upon receipt of <<customer_short_name>>'s forecast, the Parties shall conduct a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed Confidential Information under the General Terms and Conditions.
- 6.1.1 At a minimum, the forecast shall include the projected quantity of Transit Trunks, <<customer_short_name>>-to-AT&T one-way trunks (<<customer_short_name>> Trunks), AT&T-to-<<customer_short_name>> one-way trunks (AT&T Trunk Groups) and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. The quantities shall be projected for a minimum of six (6) months and shall include an estimate of the current year plus the next two (2) years total forecasted quantities. The Parties shall mutually develop AT&T Trunk Groups and/or two-way interconnection trunk forecast quantities.
- 6.1.2 All forecasts shall include, at a minimum, Access Carrier Terminal Location (ACTL), trunk group type (e.g., local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for <<customer_short_name>> location and AT&T location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).
- 6.2 Once initial interconnection trunk forecasts have been developed, <<customer_short_name>> shall continue to provide interconnection trunk forecasts at mutually agreeable intervals. <<customer_short_name>> shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. The Parties shall continue to develop Reciprocal Trunk Group and/or two-way interconnection trunk forecasts as described in Section 6.1.1 above.

- 6.3 The submission and development of interconnection trunk forecasts shall not replace the ordering process for local interconnection trunks. Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.
- 6.4 Trunk Utilization
- 6.4.1 For the AT&T Trunk Groups that are Final Trunk Groups (AT&T Final Trunk Groups), AT&T and <<customer_short_name>> shall monitor traffic on each AT&T Final Trunk Group that is ordered and installed. The Parties agree that the AT&T Final Trunk Groups will be utilized at sixty percent (60%) of the time consistent busy hour utilization level within ninety (90) days of installation. The Parties agree that the AT&T Final Trunk Groups will be utilized at eighty percent (80%) of the time consistent busy hour utilization level within one hundred eighty (180) days of installation. Any AT&T Final Trunk Group not meeting the minimum thresholds set forth in this Section are defined as “under-utilized” trunks. Subject to Section 6.4.2 below, AT&T may disconnect any under-utilized AT&T Final Trunk Groups and <<customer_short_name>> shall refund to AT&T the associated nonrecurring and recurring trunk and facility charges paid by AT&T, if any.
- 6.4.2 AT&T’s CISC will notify <<customer_short_name>> of any under-utilized AT&T Trunk Groups and the number of such trunk groups that AT&T wishes to disconnect. AT&T will provide supporting information either by email or facsimile to the designated <<customer_short_name>> interface. <<customer_short_name>> will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which <<customer_short_name>> expects to need such trunks. AT&T’s CISC Project Manager and Circuit Capacity Manager (CCM) will discuss the information with <<customer_short_name>> to determine if agreement can be reached on the number of AT&T Final Trunk Groups to be removed. If no agreement can be reached, AT&T will issue disconnect orders to <<customer_short_name>>. The due date of these orders will be four (4) weeks after <<customer_short_name>> was first notified in writing of the underutilization of the trunk groups.
- 6.4.3 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.

- 6.4.4 For the two-way trunk groups, AT&T and <<customer_short_name>> shall monitor traffic on each interconnection trunk group that is ordered and installed. The Parties agree that within ninety (90) days of the installation of the AT&T two-way trunk or trunks, the trunks will be utilized at 60 percent (60%) of the time consistent busy hour utilization level. The Parties agree that within one hundred eighty (180) days of the installation of a trunk or trunks, the trunks will be utilized at eighty percent (80%) of the time consistent busy hour utilization level. Any trunk or trunks not meeting the minimum thresholds set forth in this Section are defined as “under-utilized” trunks. AT&T will request the disconnection of any under-utilized two-way trunk(s) and <<customer_short_name>> shall refund to AT&T the associated nonrecurring and recurring trunk and facility charges paid by AT&T, if any.
- 6.4.4.1 AT&T’s CISC will notify <<customer_short_name>> of any under-utilized two-way trunk groups and the number of trunks that AT&T wishes to disconnect. AT&T will provide supporting information either by email or facsimile to the designated <<customer_short_name>> interface. <<customer_short_name>> will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the two-way trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which <<customer_short_name>> expects to need such trunks. AT&T’s CISC Project Manager and CCM will discuss the information with <<customer_short_name>> to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, <<customer_short_name>> will issue disconnect orders to AT&T. The due date of these orders will be four (4) weeks after <<customer_short_name>> was first notified in writing of the under-utilization of the trunk groups.
- 6.4.4.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.

7 INDIRECT INTERCONNECTION

- 7.1 <<CUSTOMER_SHORT_NAME>> asserts that it currently uses switching, transport, and other network components from South Central Rural Telephone Cooperative Corp Inc to serve end users in the Owensboro, Kentucky LATA (Owensboro LATA) and has obtained authorization from South Central Rural Telephone Cooperative Corp Inc to utilize the South Central Rural Telephone Cooperative Corp Inc network and physical interconnection arrangement with AT&T in the Owensboro LATA (Owensboro Arrangement) to establish an Indirect Interconnection arrangement in the Owensboro LATA with AT&T for the exchange of Local Traffic, Transit Traffic, IntraLATA Toll Traffic, and ISP-

bound Traffic. Pursuant to the terms of this Agreement, AT&T agrees to utilize the Owensboro Arrangement for the establishment of an Indirect Interconnection with <<CUSTOMER_SHORT_NAME>> for the exchange of traffic that originates and terminates within the Owensboro LATA.

- 7.1.1 AT&T's agreement to utilize Indirect Interconnection with <<CUSTOMER_SHORT_NAME>> is based upon the understanding that <<CUSTOMER_SHORT_NAME>> is utilizing South Central Rural Telephone Cooperative Corp Inc's network components to originate and terminate traffic to <<CUSTOMER_SHORT_NAME>>'s End Users and that South Central Rural Telephone Cooperative Corp Inc has appropriately interconnected with AT&T. AT&T shall have no obligation to exchange traffic with <<customer_short_name>> pursuant to the Owensboro Arrangement in the event of any termination of the interconnection arrangement between AT&T and South Central Rural Telephone Cooperative Corp Inc, and AT&T shall have no liability to <<customer_short_name>> for any outages, repair issues, disputes or other issues related to the Owensboro Arrangement. In the event that the Owensboro Arrangement is re-groomed to substantially change the current arrangement, or the Owensboro Arrangement is no longer in place for any reason, AT&T and <<customer_short_name>> will promptly review the new arrangement and, if necessary, renegotiate the terms and conditions of this Indirect Interconnection section of this Agreement.
- 7.1.2 <<customer_short_name>> and AT&T agree that when Local Traffic, Transit Traffic, IntraLATA Toll Traffic and ISP-Bound Traffic originated by either Party and destined to the other Party's network exceeds a DS1 (24 DS0s) level of traffic, the Parties shall establish direct interconnection and route the exchange of traffic in accordance with Sections 3 through 6.
- 7.2 <<customer_short_name>> will provide, or will have South Central Rural Telephone Cooperative Corp Inc provide, any records necessary to distinguish the <<customer_short_name>> traffic separately from the South Central Rural Telephone Cooperative Corp Inc traffic so that switched traffic exchanged with <<customer_short_name>> under this Agreement can be uniquely identified and not included with traffic otherwise subject to compensation under any switched toll traffic settlement plan that may exist with incumbent local exchange carriers within the Owensboro LATA. Information to be provided as necessary can include, but not necessarily limited to:
- 7.2.1 OCN;
- 7.2.2 ACNA;
- 7.2.3 Trunk Groups with unique Trunk CLLI codes;
- 7.2.4 Point Code, or may use the Point Code of a Third Party incumbent LEC's, the LEC's own existing and/or Telecommunications Carrier's switch, but only if each entity (LEC and the Third Party carrier) does not duplicate TCIC codes on the

separate and distinct trunk groups maintained by each carrier. It is the responsibility of LEC and the Third Party carrier to inventory the numbering of TCIC codes on the trunk groups unique to each entity;

- 7.2.5 Switch CLLI/Pseudo Switch CLLI; and LRN (when applicable)
- 7.3 For purposes of this Indirect Interconnection in the Owensboro LATA, the existing IP between AT&T and South Central Rural Telephone Cooperative Corp Inc will be considered the IP between AT&T and <<CUSTOMER_SHORT_NAME>> (Owensboro IP).
- 7.3.1 Each Party is responsible for providing, engineering and maintaining the network on its side of the Owensboro IP. The Owensboro IP determines the point at which the originating Party shall deliver Local Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic and Transit Traffic for termination.
- 7.4 Traffic will be routed based on the digits dialed by the originating End User and in accordance with the LERG.
- 7.5 The Owensboro Arrangement utilized to effectuate the Indirect Interconnection between AT&T and <<customer_short_name>> in the Owensboro LATA includes the interconnection of trunk group(s) to one AT&T access tandem within the Owensboro LATA for the delivery of <<customer_short_name>>'s originated Local Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic and for the receipt and delivery of Transit Traffic. To the extent that <<customer_short_name>> does not establish interconnection trunk groups to other AT&T tandem(s) in the Owensboro LATA where <<customer_short_name>> desires to deliver Local Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic and/or Transit Traffic, <<customer_short_name>> shall pay the appropriate rates for Multiple Tandem Access, as described in this Attachment.
- 7.5.1 Notwithstanding the forgoing, and to the extent that <<customer_short_name>> elects to home its NPA/NXXs to a AT&T access or local tandem (i.e., assign its NPA/NXXs so as to subtend the AT&T tandem for terminating traffic), <<customer_short_name>> shall establish, either via Direct Interconnection described above in this Attachment or via Indirect Interconnection described herein, an interconnection trunk group(s) to all AT&T access and local tandems in the Owensboro LATA where <<customer_short_name>> has homed its NPA/NXXs. To the extent that <<customer_short_name>> elects to home its NPA/NXXs to an AT&T access or local tandem, <<customer_short_name>> shall home its NPA/NXXs on the AT&T tandems that serve the exchange rate center areas to which the NPA/NXXs are assigned. The specified exchange rate center assigned to each AT&T tandem is defined in the LERG. <<customer_short_name>> shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.

- 7.6 Switched access traffic will be delivered to and from Interexchange Carriers (IXCs) based on <<customer_short_name>>'s NXX access tandem homing arrangement as specified by <<customer_short_name>> in the LERG.
- 7.7 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible, multi-frequency (MF) protocol signaling shall be used.
- 7.8 In cases where either Party is also an IXC, that IXC's Feature Group D (FGD) trunk group(s) must remain separate from the local interconnection trunk group(s).
- 7.9 Trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable AT&T tariff if service is requested. The LERG contains current routing and tandem serving arrangements.
- 7.10 Multiple Tandem Access Interconnection. To the extent that <<customer_short_name>> does not establish interconnection trunk groups to each AT&T tandem(s) in the Owensboro LATA, through either Direct Interconnection or Indirect Interconnection, and where <<customer_short_name>> desires to deliver Local Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic and/or Transit Traffic to AT&T access tandems within the Owensboro LATA, other than the tandems(s) to which the Owensboro Arrangement has established interconnection trunk groups, <<customer_short_name>> will utilize Multiple Tandem Access (MTA). Where MTA is established, AT&T will route <<customer_short_name>>'s originated Local Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic, and Transit Traffic for LATA wide transport and termination through Access Tandems other than those to which <<customer_short_name>> has established trunk groups using the Owensboro Arrangement. If <<CUSTOMER_SHORT_NAME>> does not have NXXs homed at any particular AT&T access tandem within a LATA and elects not to establish an interconnection trunk group(s) at such AT&T access tandem, <<customer_short_name>> can order MTA in each AT&T access tandem within the LATA where it does have an interconnection trunk group(s) and AT&T will terminate <<customer_short_name>>'s Local Traffic, ISP-Bound Traffic, , IntraLATA Toll Traffic and Transit Traffic to End Users served through those AT&T access tandems where <<CUSTOMER_SHORT_NAME>> does not have an interconnection trunk group(s).
- 7.10.1 Notwithstanding the foregoing, MTA may not be utilized to route switched access traffic that transits the AT&T network to an IXC. Switched access traffic originated by or terminated to <<customer_short_name>> will be delivered to and from IXCs based on <<customer_short_name>>'s NXX access tandem homing arrangement as specified by <<customer_short_name>> in the LERG.
- 7.10.2 Compensation for MTA shall be at the applicable tandem switching and transport charges specified in Exhibit A to this Attachment and shall be billed in addition to any Call Transport and Termination charges.

- 7.10.3 To the extent <<CUSTOMER_SHORT_NAME>> routes its traffic in such a way that utilizes AT&T's MTA service without properly ordering MTA, <<CUSTOMER_SHORT_NAME>> shall pay AT&T the associated MTA charges.
- 7.10.4 Toll Free Traffic. If <<CUSTOMER_SHORT_NAME>> chooses AT&T to perform the Service Switching Point (SSP) Function (i.e., handle Toll Free database queries) from AT&T's switches, all <<CUSTOMER_SHORT_NAME>> originating Toll Free traffic will be routed over the Transit Traffic Trunk Group and shall be delivered using GR-394 format. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.
- 7.10.5 <<CUSTOMER_SHORT_NAME>> may choose to perform its own Toll Free database queries from its switch. In such cases, <<CUSTOMER_SHORT_NAME>> will determine the nature of the Toll Free call (local/IntraLATA/InterLATA) based on the response from the database. If the call is a AT&T local or intraLATA Toll Free call, <<CUSTOMER_SHORT_NAME>> will route the post-query local or IntraLATA converted ten-digit local number to AT&T over the local or intraLATA trunk group. If the call is a third party (ICO, IXC, CMRS or other CLEC) local or intraLATA Toll Free call, <<CUSTOMER_SHORT_NAME>> will route the post-query local or intraLATA converted ten-digit local number to AT&T over the Transit Traffic Trunk Group and <<CUSTOMER_SHORT_NAME>> shall provide to AT&T a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free call, <<CUSTOMER_SHORT_NAME>> will route the post-query interLATA Toll Free call (1) directly from its switch for carriers interconnected with its network or (2) over the Transit Traffic Trunk Group to carriers that are not directly connected to <<CUSTOMER_SHORT_NAME>>'s network but that are connected to AT&T's access tandem.
- 7.10.6 All post-query Toll Free calls for which <<CUSTOMER_SHORT_NAME>> performs the SSP function, if delivered to AT&T, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend an AT&T access tandem within the LATA.

8 Additional Requirements for Direct and Indirect Interconnection

8.1 Local Dialing Parity

- 8.1.1 AT&T and <<customer_short_name>> shall provide local and toll dialing parity, as defined in FCC rules and regulations, with no unreasonable dialing delays.

Dialing parity shall be provided for all originating Telecommunications Services that require dialing to route a call.

8.2 Interconnection Compensation

8.2.1 Compensation for Call Transport and Termination for Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic

8.2.1.1 For the purposes of this Attachment and for intercarrier compensation for Local Traffic exchanged between the Parties pursuant to this Attachment, Local Traffic is defined as any telephone call that originates from one Party's customer located in one exchange and terminates to the other Party's customer in either the same exchange, or other local calling area associated with the originating calling party's exchange as defined and specified in Section A3 of AT&T's GSST.

8.2.1.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.

8.2.1.2 For purposes of this Attachment and for intercarrier compensation for ISP-Bound Traffic exchanged between the Parties, ISP-Bound Traffic is defined as calls to an information service provider or Internet Service Provider (ISP) that are dialed by using a local dialing pattern (seven (7) or ten (10) digits) by a calling party in one (1) exchange to an ISP server or modem in either the same exchange or other local calling area associated with the originating exchange as defined and specified in Section A3 of AT&T's GSST. ISP-Bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction.

8.2.1.3 Neither Party shall pay compensation to the other Party for per minute of use rate elements as set forth in Exhibit A associated with the Call Transport and Termination of Local Traffic or ISP-Bound Traffic.

8.2.1.3.1 For AT&T originated Local Traffic or ISP-Bound Traffic terminated by <<customer_short_name>> and exchanged using indirect interconnection in accordance with Section 7, <<customer_short_name>> shall be responsible for any charges billed to AT&T by South Central Rural Telephone Cooperative Corp Inc.

8.2.1.4 The appropriate elemental rates set forth in Exhibit A shall apply for Transit Traffic as described in this Attachment and for MTA as described in this Attachment.

8.2.1.5 Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-Bound Traffic for purposes of determining compensation for the call. If <<customer_short_name>> delivers Switched Access Traffic to AT&T for termination in violation of this Section, AT&T shall charge <<customer_short_name>> terminating switched access charges as set forth in

AT&T's Intrastate Access Services Tariff and/or AT&T's FCC No. 1 Tariff, as appropriate. Additionally, such delivery of traffic shall constitute improper use of AT&T facilities as set forth in Section 1.5.2 of Attachment 2 of this Agreement.

- 8.2.1.6 IntraLATA Toll Traffic is defined as all traffic, regardless of transport protocol method, that originates and terminates within a single LATA that is not Local Traffic or ISP-Bound traffic under this Attachment.
- 8.2.1.6.1 For terminating its intraLATA toll traffic on the other Party's network, the originating Party will pay the terminating Party, the terminating Party's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in the terminating Party's intrastate Access Services Tariffs and/or FCC switched access tariff as filed and in effect with the appropriate Commission. The appropriate charges will be determined by the routing of the call. Additionally, if one (1) Party is the other Party's customer's presubscribed interexchange carrier or if one (1) Party's customer uses the other Party as an interexchange carrier on a 101XXXX basis, the originating party will charge the other Party the appropriate originating switched access tariff rates as set forth in the originating Party's intrastate Access Services Tariff and/or FCC switched access tariff as filed and in effect with the FCC or appropriate Commission.
- 8.2.1.6.1.1 For AT&T originated intraLATA Toll Traffic terminated by <<customer_short_name>> and exchanged using indirect interconnection in accordance with Section 7, <<customer_short_name>> shall be responsible for any charges billed to AT&T by South Central Rural Telephone Cooperative Corp Inc.
- 8.2.1.7 If <<customer_short_name>> assigns NPA/NXXs to specific AT&T rate centers within the LATA and assigns numbers from those NPA/NXXs to <<customer_short_name>> customer physically located outside of that LATA, AT&T traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a <<customer_short_name>> customer physically located outside of such LATA, shall not be deemed Local Traffic. Further, <<customer_short_name>> agrees to identify such interLATA traffic to AT&T and to compensate AT&T for originating and transporting such interLATA traffic to <<customer_short_name>> at AT&T's FCC No. 1 Tariff rates.
- 8.2.2 If <<customer_short_name>> does not identify such interLATA traffic to AT&T, AT&T will determine which whole <<customer_short_name>> NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in AT&T's intrastate Access Services Tariff and/or AT&T's FCC No. 1 Tariff. AT&T shall make appropriate billing adjustments if <<customer_short_name>> can provide sufficient information for AT&T to determine whether or not said traffic is Local or ISP-Bound Traffic.

8.2.3 Jurisdictional Reporting

8.2.3.1 Percent Local Use (PLU). Each Party shall report to the other a PLU factor. The application of the PLU will determine the amount of local or ISP-Bound minutes to be billed to the other Party. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month based on local and ISP-Bound usage for the past three (3) months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in AT&T's Jurisdictional Factors Reporting Guide.

8.2.3.2 Percent Local Facility (PLF). Each Party shall report to the other a PLF factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLF calculation and reporting shall be as set forth in AT&T's Jurisdictional Factors Reporting Guide.

8.2.3.3 Percent Interstate Usage (PIU). Each Party shall report to the other the projected PIU factors, including but not limited to PIU associated with facilities (PIUE) and Terminating PIU (TPIU) factors. The application of the PIU will determine the respective interstate traffic percentages to be billed at the terminating Party's FCC No. 1 Tariff rates. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in AT&T's intrastate Access Services Tariff will apply to <<customer_short_name>>. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local traffic and facilities. The intrastate toll traffic shall be billed at terminating Party's intrastate Access Services Tariff rates. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month, for all services showing the percentages of use for the past three (3) months ending the last day of December, March, June and September. Additional requirements associated with PIU calculations and reporting shall be as set forth in AT&T's Jurisdictional Factors Reporting Guide.

8.2.3.4 Notwithstanding the provisions in Sections 8.2.3.1, 8.2.3.2, and 8.2.3.3 above, where AT&T has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall, at AT&T's option, be utilized to determine the appropriate jurisdictional reporting factors (i.e., PLU, PIU, and/or PLF), in lieu of those provided by

<<customer_short_name>>. In the event that AT&T opts to utilize its own data to determine jurisdictional reporting factors, AT&T shall notify <<customer_short_name>> at least fifteen (15) days prior to the beginning of the calendar quarter in which AT&T will begin to utilize its own data.

- 8.2.3.5 Audits. On thirty (30) days written notice, <<customer_short_name>> must provide AT&T the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. <<customer_short_name>> shall retain records of call detail for a minimum of nine (9) months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours at an office designated by <<customer_short_name>>. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by an independent auditor chosen by AT&T. The audited factor (PLF, PLU and/or PIU) shall be adjusted based upon the audit results and shall apply to the usage for the audited period through the time period when the audit is completed, to the usage for the quarter prior to the audit period, and to the usage for the two (2) quarters following the completion of the audit. If, as a result of an audit, <<customer_short_name>> is found to have overstated the PLF, PLU and/or PIU by twenty percentage points (20%) or more, <<customer_short_name>> shall reimburse AT&T for the cost of the audit.
- 8.2.4 Compensation for IntraLATA 8XX Traffic. <<customer_short_name>> shall pay the appropriate switched access charges set forth in the AT&T's intrastate Access Services tariff and/or AT&T's FCC No. 1 Tariff. <<customer_short_name>> will pay AT&T the database query charge as set forth in the applicable AT&T intrastate Access Services Tariff and/or AT&T's FCC No. 1 Tariff. <<customer_short_name>> will be responsible for any applicable Common Channel Signaling (SS7) charges.
- 8.2.4.1 Records for 8XX Billing. Where technically feasible, each Party will provide to the other Party the appropriate records, in accordance with industry standards, necessary for billing intraLATA 8XX providers. The records provided will be in a standard EMI format.
- 8.2.4.2 8XX Toll Free Dialing Ten Digit Screening Service (8XX TFD). AT&T's provision of 8XX TFD to <<customer_short_name>> requires interconnection from <<customer_short_name>> to AT&T's 8XX Signal Channel Point. Such interconnections shall be established pursuant to AT&T's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. <<customer_short_name>> shall establish SS7 interconnection at the AT&T LSTPs serving the AT&T 8XX Signal Channel Points that <<customer_short_name>> desires to query. The terms and conditions for 8XX TFD are set out in the appropriate AT&T Access Services Tariff.

- 8.2.5 Mutual Provision of Switched Access Service
- 8.2.5.1 Switched Access Traffic. Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), 900 access and their successors. Additionally, any PSTN interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Irrespective of transport protocol method or method of originating or terminating the call, a call that originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call) or a call in which the Parties' Switched Access Services are used for the origination or termination of the call, shall be considered Switched Access Traffic.
- 8.2.5.2 If an AT&T end user chooses <<customer_short_name>> as their presubscribed interexchange carrier, or if an AT&T end user uses <<customer_short_name>> as an interexchange carrier on a 101XXXX basis, AT&T will charge <<customer_short_name>> the appropriate AT&T tariff charges for originating switched access services.
- 8.2.5.3 Where the originating Party delivers a call to the terminating Party over switched access facilities, the originating Party will pay the terminating Party terminating, switched access charges as set forth in AT&T's intrastate Access Services Tariff and/or AT&T's FCC No. 1 Tariff, as appropriate.
- 8.2.5.4 When <<customer_short_name>>'s end office switch provides an access service connection to or from an IXC by a direct trunk group to the IXC utilizing AT&T facilities, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by <<customer_short_name>> as the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish Meet Point Billing for all applicable traffic. The Parties shall utilize a thirty (30) day billing period.
- 8.2.5.4.1 In cases where <<customer_short_name>> has a unique hosted Revenue Accounting Office (RAO) code and <<customer_short_name>>'s end office subtends the AT&T Access Tandem switch for receipt or delivery of switched access traffic and provides an access service connection to or from an IXC via AT&T's Access Tandem switch, AT&T, as the tandem company agrees to provide to <<customer_short_name>>, as the End Office Company, as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the

access tandem, within no more than sixty (60) days after the recording date. Each Party will notify the other when it is not feasible to meet these requirements. As business requirements change, data reporting requirements may be modified as necessary.

8.2.5.5 AT&T, as the tandem provider company, will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data that is lost or damaged by the tandem provider company or any third party involved in processing or transporting data.

8.2.5.6 <<customer_short_name>> shall not deliver switched access traffic to AT&T for termination over any trunks and facilities other than <<customer_short_name>> ordered switched access trunks and facilities.

8.2.6 Transit Traffic

8.2.6.1 AT&T shall provide tandem switching and transport services for <<customer_short_name>>'s originated Transit Traffic. Rates for local Transit Traffic and ISP-Bound Transit Traffic shall be the applicable rate elements for Tandem Switching, Common Transport and Tandem Intermediary Charge as set forth in Exhibit A. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in AT&T's intrastate Access Services Tariff and/or AT&T's FCC No. 1 Tariff. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Traffic between <<customer_short_name>> and Wireless Type 1 third parties or Wireless Type 2A third parties that do not engage in Meet Point Billing with AT&T shall not be treated as Transit Traffic from a routing or billing perspective until such time as such traffic is identifiable as Transit Traffic.

8.2.6.2 The delivery of traffic that transits the AT&T network is excluded from any AT&T billing guarantees. AT&T agrees to deliver Transit Traffic to the terminating carrier; provided, however, that <<customer_short_name>> is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the AT&T network. AT&T will not be liable for any compensation to the terminating carrier or to <<customer_short_name>>. In the event that the terminating third party carrier imposes on AT&T any charges or costs for the delivery of Transit Traffic, <<customer_short_name>> shall reimburse AT&T for such charges or costs.

8.2.7 For purposes of intercarrier compensation, AT&T will not be responsible for any compensation associated with the exchange of traffic between <<customer_short_name>> and a CLEC utilizing AT&T switching. Where technically feasible, AT&T will use commercially reasonable efforts to provide records to <<customer_short_name>> to identify those CLECs utilizing AT&T switching with whom <<customer_short_name>> has exchanged traffic. Such traffic shall not be considered Transit Traffic from a routing or billing perspective,

but instead will be considered as traffic exchanged solely between <<customer_short_name>> and the CLEC utilizing AT&T switching.

8.2.7.1 <<customer_short_name>> is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of traffic with a CLEC utilizing AT&T switching. AT&T will not be liable for any compensation to the terminating carrier or to <<customer_short_name>>. In the event that the terminating third party carrier imposes on AT&T any charges or costs for the delivery of such traffic, <<customer_short_name>> shall reimburse AT&T for all such charges or costs.

8.2.8 <<customer_short_name>> shall send all <<customer_short_name>> originated IntraLATA toll traffic to the <<customer_short_name>> originated End User's IntraLATA toll provider (which shall not be AT&T). IntraLATA toll traffic shall be any traffic that originates outside of the terminating independent telephone company's local calling area.

8.3 ORDERING CHARGES

8.3.1 The facilities purchased pursuant to this Attachment shall be ordered via the ASR process.

8.3.2 The rates, terms and conditions associated with submission and processing of ASRs are as set forth in AT&T's FCC No. 1 Tariff, Section 5.

8.4 Signaling Protocol

8.4.1 SS7 Signaling is AT&T's preferred method for signaling. Where multi-frequency signaling is currently used, the Parties agree to use their best efforts to convert to SS7. If SS7 services are provided by AT&T, they will be provided in the applicable access tariffs. Where multi-frequency signaling is currently used, the Parties agree to Interconnect their networks using multi-frequency ("MF") or dual tone MF ("DTMF") signaling, subject to availability at the End Office Switch or Tandem Switch at which Interconnection occurs. The Parties acknowledge that the use of MF signaling may not be optimal. AT&T will not be responsible for correcting any undesirable characteristics, service problems or performance problems that are associated with MF/SS7 inter-working or the signaling protocol required for Interconnection with <CLEC> employing MF signaling.

Basic Architecture

Exhibit B

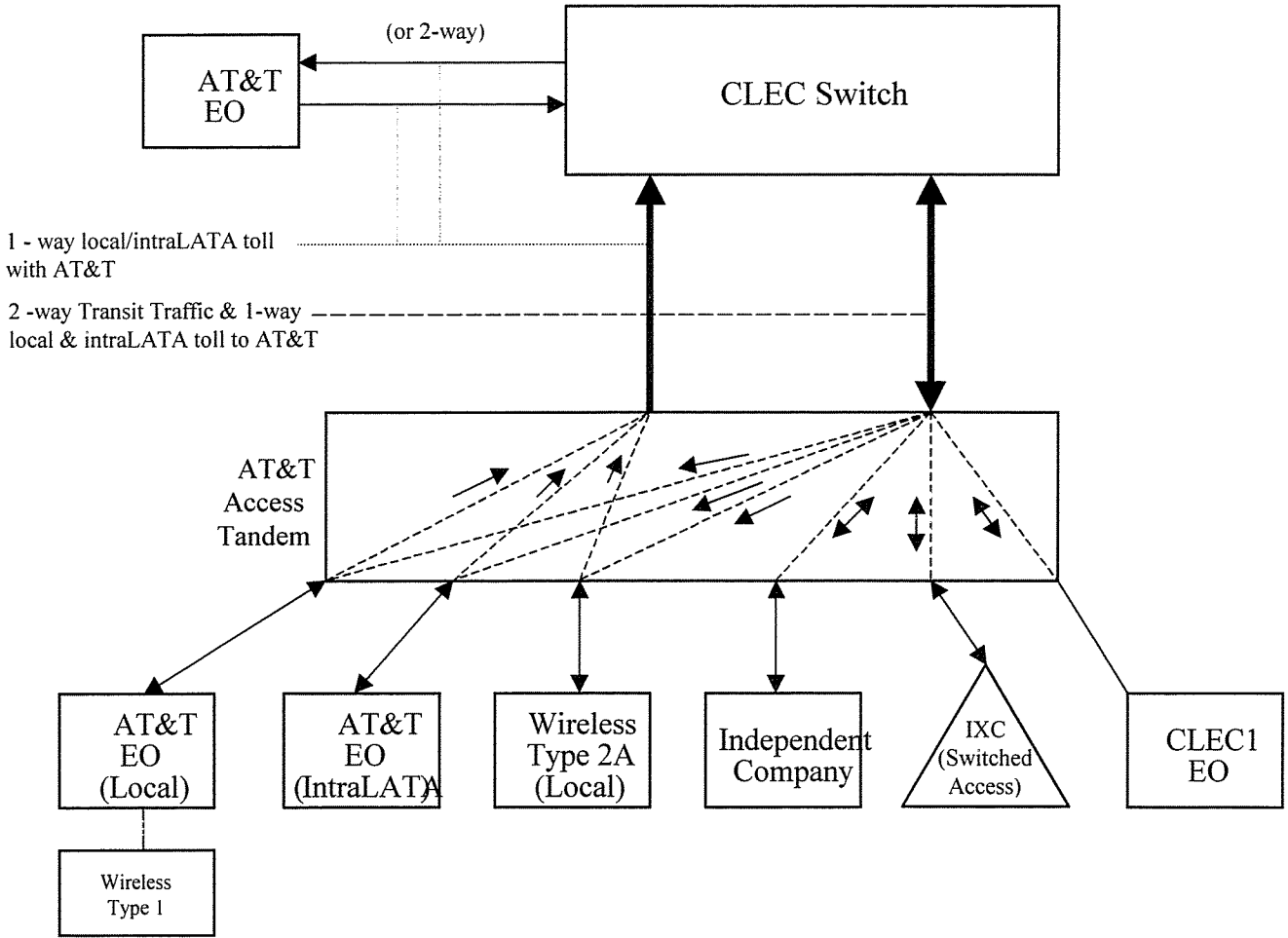


Exhibit C

One-Way Architecture

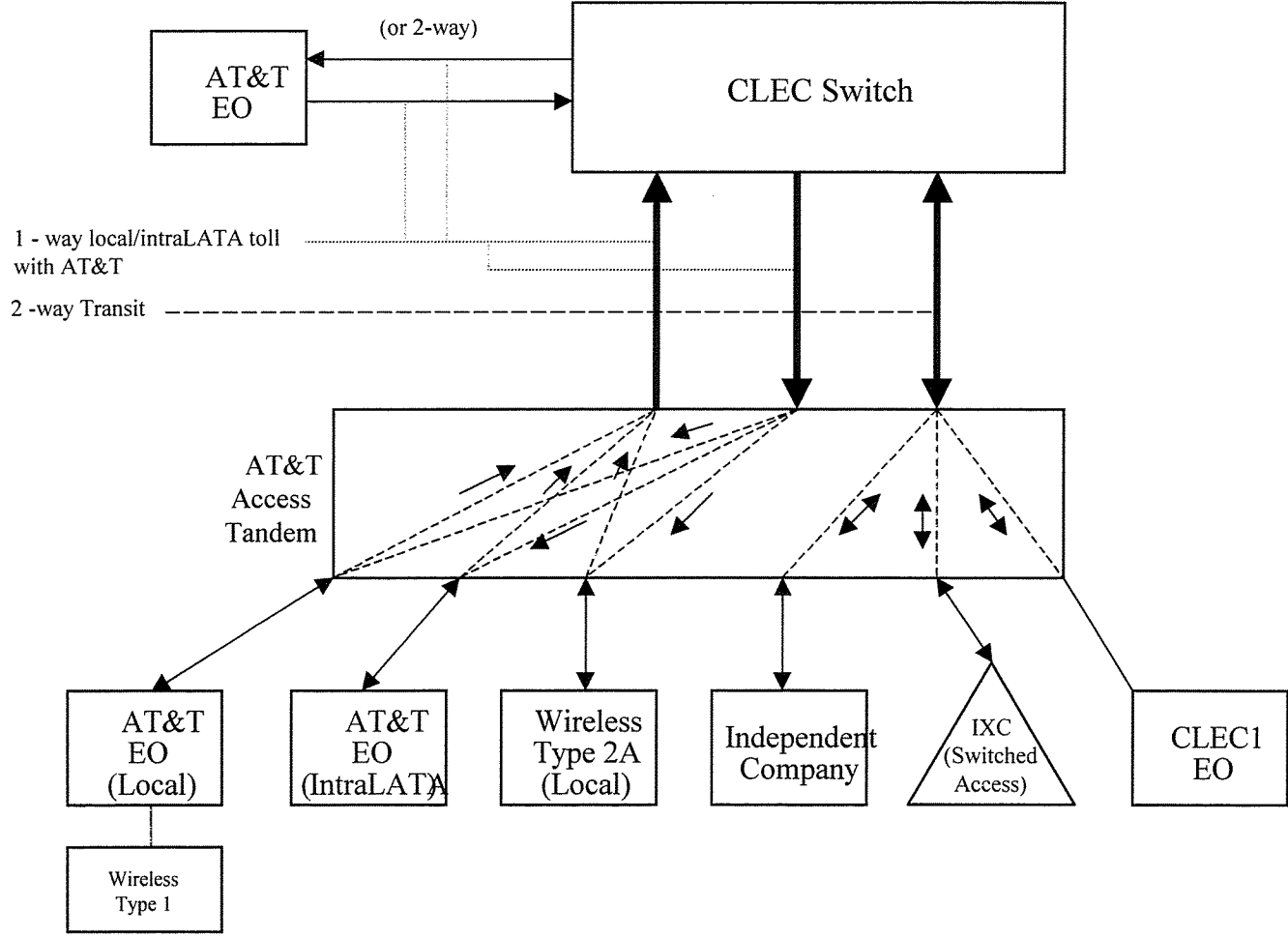
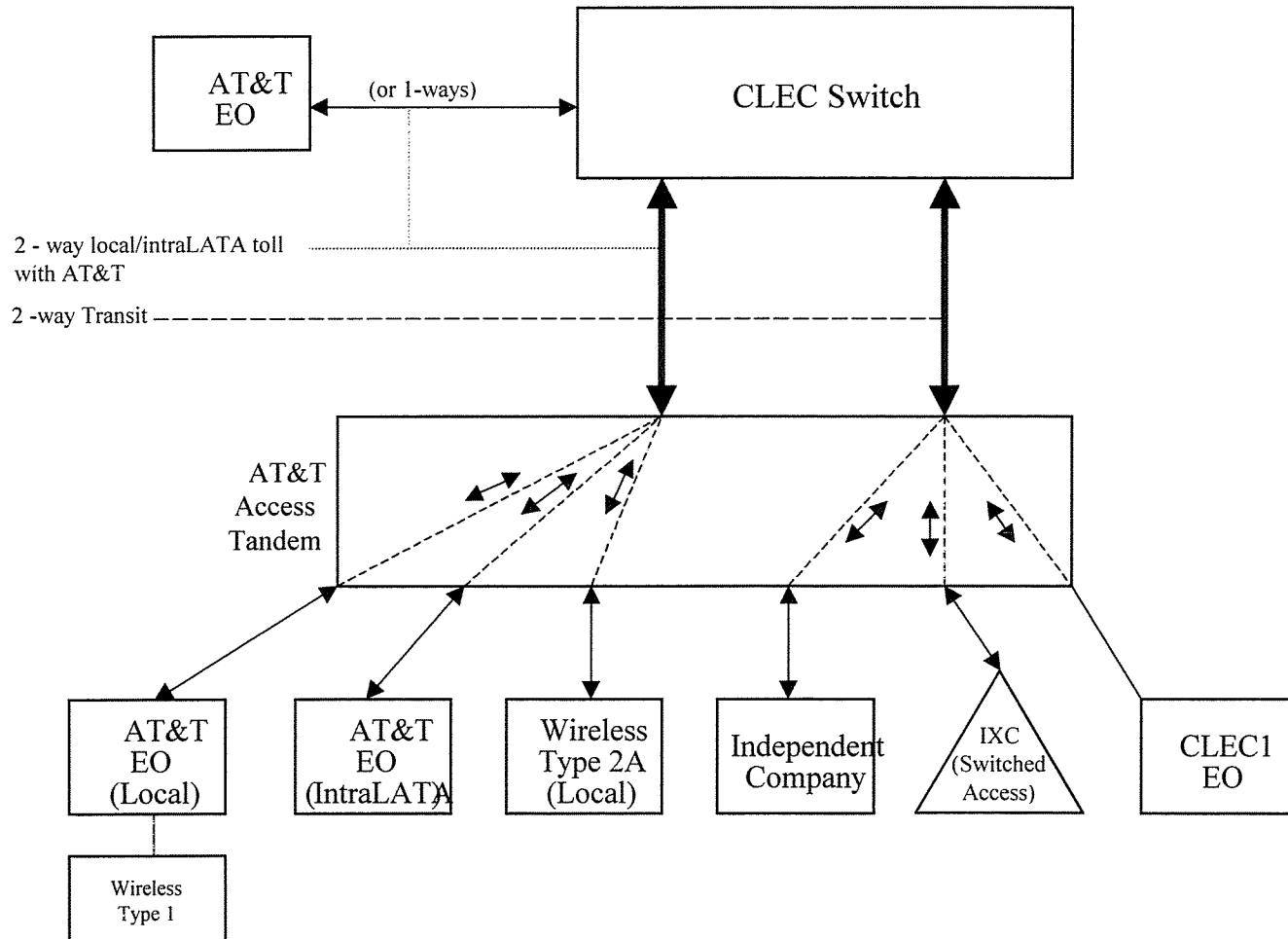
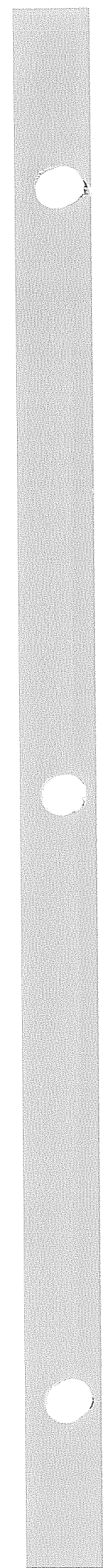


Exhibit D

Two-Way Architecture





Owensboro LATA

