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August 9, 2007

VIA FEDERAL EXPRESS

Ms. Beth O'Donnell
Executive Director
Public Service Commission
211 Sower Boulevard
P. O. Box 615
Frankfort, KY 40602

Re: Petition of Sprint Communications Company L.P. and Sprint Spectrum L.P. d/b/a Sprint PCS for Arbitration of Rates, Terms and Conditions of Interconnection Agreement with BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky d/b/a AT&T Southeast
PSC 2007-00180

Dear Ms. O'Donnell:

Enclosed for filing in this case are the original and five (5) copies of BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky's Pre-Argument Brief.

Thank you for your assistance. If you have any questions, please let me know.

Sincerely,

Mary K. Keyer

Mary K. Keyer

Enclosures

cc: Party of record

687313

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of Petition of Sprint Communications Company L.P. and Sprint Spectrum L.P., d/b/a Sprint PCS for Arbitration of Rates, Terms, and Conditions of Interconnection with BellSouth Telecommunications, Inc., d/b/a/ AT&T Kentucky, d/b/a AT&T Southeast	)	Case No: 2007-00180

BELLSOUTH TELECOMMUNICATIONS, INC., d/b/a AT&T KENTUCKY'S PRE-ARGUMENT BRIEF

In accordance with the Kentucky Public Service Commission ("Commission") Order dated June 28, 2007, BellSouth Telecommunications, Inc., d/b/a AT&T Kentucky ("AT&T Kentucky"), submits the following Pre-argument Brief. As explained below, the Commission should dismiss, as a matter of law, the non-arbitrable issue raised in the Petition for Arbitration filed by Sprint Communications Company L.P. and Sprint Spectrum L.P. d/b/a Sprint PCS (collectively "Sprint"), and adopt the position taken by AT&T Kentucky on the arbitration issue it raised in this Docket.

This Docket is substantively identical to a case Sprint filed with the Florida Public Service Commission ("Florida Commission").[1] In the Florida docket, the same arguments set forth in the pleadings before the Commission in this Docket were brought before the Florida Commission for consideration. On July 31, 2007, the Florida Commission voted unanimously to approve its Staff's recommendation to grant AT&T

[1] Docket No. 070249-TP, Petition by Sprint Communications Company Limited Partnership and Sprint Spectrum Limited Partnership d/b/a Sprint PCS for arbitration of rates, terms and conditions of interconnection with BellSouth Telecommunication, Inc. d/b/a AT&T Florida d/b/a AT&T Southeast.

Florida's Motion to Dismiss. In doing so, the Florida Commission determined that Sprint's petition sought enforcement of an all*eged right* under the AT&T/BellSouth merger commitments, as opposed to an open issue concerning Section 251. The Florida Commission also voted unanimously to adopt the Florida Staff's recommendation to close the docket. A copy of the Florida PSC's Vote Sheet is attached hereto as "Exhibit A." AT&T Kentucky will submit a copy of the Florida Commission's written order as soon as it becomes available. AT&T requests that the Commission take judicial notice of this substantively identical docket and find, in concert with the Florida Commission, that Sprint's issue should be dismissed.

INTRODUCTION

In January 2001, AT&T and Sprint entered into an interconnection agreement. By its express terms, that interconnection agreement contained an expiration date of June 30, 2004. The Parties began negotiating a new agreement, and twice amended the term of the initial agreement and expressly agreed to a final termination date of December 31, 2004.[2] It has been a long-standing practice that, if the negotiation or arbitration of a new interconnection agreement continues beyond the expiration date of the existing interconnection agreement, the parties can agree to extend negotiations for the new interconnection agreement beyond the expiration date. That practice allows consumers to continue receiving service without disruption while the parties continue negotiating a new agreement. That is precisely what occurred in the present instance—the Parties continued operating on a month-to-month basis while negotiating a new interconnection agreement.

[2] Section 2.1 of the final amendment, attached hereto as "Exhibit B", states that: "[t]he terms of this Agreement shall be from the effective date as set forth above and **shall expire as of December 31, 2004.**" (emphasis added).

AT&T and Sprint made substantial progress towards reaching a new agreement, and had reached agreement in principle on all issues, but failed to agree on specific language for Attachment 3 of a new agreement. [3] However, Sprint abruptly stopped working towards entering into a new negotiated agreement, and instead, on January 3, 2007, informed AT&T that Sprint wanted to extend the expired interconnection agreement, pursuant to its erroneous interpretation of a Federal Communications Commission ("FCC") AT&T/BellSouth merger commitment.[4] Specifically, Sprint sought to extend its expired interconnection agreement pursuant to merger commitment 4 under "Reducing Transaction Costs Associated with Interconnection Agreements." That commitment reads in pertinent part:

> The AT&T/BellSouth ILECs shall permit a requesting telecommunications carrier to extend its current interconnection agreement, regardless of whether its initial term has expired, for a period of up to three years, subject to amendments to reflect prior or future changes of law.

Consistent with the merger commitment, AT&T made a three-year extension of the expired interconnection agreement available to Sprint: beginning from the old agreement's amended expiration date of December 31, 2004 and expiring three years thereafter. Despite the fact that AT&T properly made the extension available, and despite the fact that the merger commitment is separate and distinct from any obligations set forth in Section 251 of the Telecommunications Act of 1996 (the "Act"),

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[3] *See* December 14, 2006 email from Sprint to AT&T's negotiator, attached hereto as "Exhibit C", stating the Parties had reached a "tentative settlement" over negotiations for a successor interconnection agreement, and indicating that "final settlement is likely in the next few weeks." While specific terms of the "tentative settlement" have been redacted, this document references agreed-upon "elements of the deal" that pertain to terms and conditions of network interconnection as they would be formalized in Attachments 3A and 3B.

[4] The FCC's merger order *In the Matter of AT&T Inc. and BellSouth Corporation Application for Transfer of Control*, WC Docket No. 06-74, adopted December 29, 2006, released March 26, 2007 ("Merger Order") contains, as Appendix F, merger commitments attached hereto as "Exhibit D."

and is subject to FCC jurisdiction, Sprint filed its petition in this Docket in which it is improperly attempting to raise a non-arbitrable issue.[5]

The merger commitment issue is non-arbitrable because it is a voluntary commitment and not a Section 251 obligation. Furthermore, federal preemption precludes state law based resolution, and the federal merger commitment is a voluntary commitment over which the FCC maintains sole jurisdiction. Finally, AT&T requests the Commission resolve the only arbitrable issue before it in this Docket, and find that Attachments 3A and 3B should be included in the new agreement to reflect the results of the Parties' negotiations before Sprint refused to follow through with executing a new agreement. AT&T explains its position in more detail below.

I. THE ISSUE SPRINT RAISED IS NOT A SECTION 251 ARBITRATION ISSUE.

In accordance with the Act, an ILEC can only be required to arbitrate and negotiate issues related to Section 251 of the Act, and the Commission can only arbitrate non-251 issues to the extent they are required for implementation of the interconnection agreement.[6] Importantly, Section 252 makes clear that the Arbitrator's role is to resolve the parties' open issues to "meet the ***requirements*** of Section 251 …." 47 U.S.C. § 251(c)(1) (emphasis added). In its Petition, Sprint does not ask the Commission to address any requirement of Section 251, nor has it raised an issue required for implementation of the interconnection agreement.

Instead, Sprint asks the Commission to adopt Sprint's erroneous interpretation of a voluntary commitment (which clearly was not required by Section 251 of the Act) that

[5] If the Commission were to exercise jurisdiction over this issue (which, as is argued below, it should not do) then it should find that AT&T has fully complied with the commitment by making the three-year extension available to Sprint commencing on December 31, 2004 and expiring three years thereafter.

[6] *Coserve Limited Liab. Corp. v. Southwestern Bell Tel.*, 350 F.3d 482, 487 (5th Cir. 2003); *MCI Telecom., Corp. v. BellSouth Telecom., Inc.*, 298 F.3d 1269, 1274 (11th Cir. 2002).

is embodied in an FCC order addressing a merger that is not subject to review under Section 252 of the Act. The sole issue that Sprint raises in this arbitration is clearly not an arbitrable issue pursuant to the Act. Furthermore, the issue that Sprint raises in its Petition was not discussed in the context of the Parties' negotiations of a new interconnection agreement, but was instead a distinct issue raised only after the merger of AT&T, Inc. and BellSouth Corporation. The voluntary merger commitment is clearly outside the scope of Section 251 of the Act.

Section 251 of the Act defines the specific interconnection duties of telecommunications carriers. 47 U.S.C. § 251. Pursuant to that section, each carrier has the duty "to interconnect directly or indirectly with the facilities and equipment of other telecommunications carriers." Furthermore, Section 251(c) requires incumbent local exchange carriers ("ILECs") to negotiate in good faith with any competitive local exchange carrier ("CLEC") terms and conditions of interconnection agreements to fulfill the duties enumerated in Section 251(b). Those duties specifically include: (1) resale; (2) number portability; (3) dialing parity; (4) access to rights-of-way; and (5) reciprocal compensation. Additionally, all ILECs are required to provide interconnection to any CLEC and provide nondiscriminatory access to network elements on an unbundled basis.

Section 252 of the Act addresses procedures for negotiation, arbitration and approval of interconnection agreements. Pursuant to Section 252 (b)(4) state commissions must constrain deliberation of a petition for arbitration to the issues raised by the petitioner and responses and information submitted by the respondent. 47 U.S.C. §252 (b)(4). Importantly, pursuant to the Act, under "Standards For Arbitration," state commissions are tasked with resolving arbitration issues to: "**ensure that such**

resolution and conditions meet the requirements of section 251 of this title, including the regulations prescribed by the Commission [FCC] pursuant to Section 251 of this title. . .." 47 U.S.C. §252(c)(1) (emphasis added).

Thus, in addressing which types of issues can be arbitrated pursuant to Section 252, the Tenth Circuit Court of Appeals stated that **"[b]ecause a CLEC may only compel arbitration of issues that the ILEC is under a duty to negotiate pursuant to § 251(c)(1), the "interconnection agreements" that result from arbitration necessarily include only the issues mandated by § 251(b) and (c)."**[7] Likewise, the United States District Court for the District of Arizona recently held that the Arizona Corporation Commission ("ACC") could not "impose Section 271 requirements into an arbitrated ICA under Section 252 [because] Section 252 clearly states that state commissions are to resolve open issues by imposing conditions that meet the requirements of Section 251", and no such requirements are found in Section 251.[8] *See, also*, *DIECA Communications, Inc. v. Florida Public Service Commission*, 447 F.Supp.2d 1281, 1286 (N.D.Fla. 2006) (asserting that in accordance with the plain meaning of the statute, state commission resolution of issues in arbitration must be based on obligations under § 251).

The voluntary FCC merger commitment on which Sprint erroneously relies simply is not one of the requirements set forth in Section 251. Thus, that voluntary merger commitment cannot be interpreted or enforced in a Section 252 arbitration proceeding. The Commission, therefore, should dismiss Sprint's issue because it is not arbitrable pursuant to Section 251. Moreover, as explained below, the Commission should also

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[7] *Qwest Corp. v. Public Utilities Com'n of Colorado*, 479 F.3d 1184, 1197 (2007) (citing *MCI Telecomms. Corp. v. BellSouth Telecomms., Inc.*, 298 F.3d 1269, 1274 (11th Cir. 2002) (emphasis added).
[8] *Qwest Corp. v. Arizona Corporation Commission, et* al., 2007 WL 2068103, at *5.

decline any request by Sprint to review the matter pursuant to any State law because such action is preempted by federal law.

II. FEDERAL PREEMPTION REQUIRES DISMISSAL OF SPRINT'S ISSUE.

An analysis of federal preemption requires a review of Congressional intent.[9] Congressional exemption intent may be either explicit or implicit.[10] If exemption is not explicitly articulated, then state action may be implicitly preempted under either field preemption or conflict preemption.[11] Field preemption occurs when the operation of a federal statute is so broad that a reasonable inference can be made "that Congress left no room for the States to supplement it."[12] Conflict preemption occurs when a federal and state statute cannot both be complied with, or if a state statute creates an impediment to "the full purposes and objectives of Congress."[13]

Under either theory, this Commission is preempted from reviewing the Merger Order. Given the unambiguous terms contained in the Act and the Merger Order, the field is occupied by the FCC, and a state cannot properly arbitrate an FCC merger commitment within a Section 252 arbitration. The Act does not explicitly mandate nor does it infer extending interconnection agreements pursuant to FCC merger orders. Any request by Sprint for relief under state law is similarly preempted, because any such attempted reliance on state law would conflict with the Act. In instances such as this "state law must yield to the regulation of Congress within the sphere of its delegated

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[9] *Cipollone v. Liggett Group, Inc.*, 505 U.S. 504, 516 (1991) (determining Congress' intent in promulgating a statute "is the touchstone' of pre-emption analysis." (citations omitted).
[10] *Gade v. National Solid Wastes Mgmt. Ass'n*, 505 U.S. 88, 98 (1992).
[11] *Id.*
[12] *Cipollone, 505* U.S. at 516(citations omitted).
[13] *Gade*, 505 U.S. at 98.

power."[14] In *Qwest v. Arizona*, for instance, the District Court found that the Arizona Commission could not properly justify its actions as based on an exercise of state law and that, "[d]ue to conflict preemption, the arbitration orders of the [commission] conflict[ed] with the Act."[15]

This result is consistent with controlling Sixth Circuit authority. The Sixth Circuit Court of Appeals, for instance, has found that "state law provisions can be inconsistent with, and therefore preempted by federal law even if the federal and state laws share a common goal [and] [e]ven in the case of a shared goal, *the state law is preempted 'if it interferes with the methods by which the federal statute was designed to reach [its] goal.'*"[16] In *Verizon North,* the Sixth Circuit held that portions of a Michigan Public Service Commission order, requiring an ILEC to publish tariffs offering to sell elements at rates predetermined by the Michigan Commission, were preempted by operation of the Act.[17]

Likewise, in accordance with the well-established principle of federal preemption, in the present instance, the exercise of State law is preempted. The Merger Order at issue is a matter over which the FCC alone possesses jurisdiction.

III. THE FCC POSSESSES EXCLUSIVE JURISDICTION OVER THE MERGER COMMITMENTS.

In the alternative, even if federal preemption did not require dismissal of Sprint's issue (and as explained above, it does), it is well settled that to properly proceed in a

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[14] *Qwest v. Arizona*, 2007 WL 2068103, at *5 (finding that "[d]ue to conflict preemption, the arbitration orders of the [Arizona Corporation Commission] conflict with the Act.") (quoting *Hines v. Davidowits*, 312 U.S. 52, 67 (1941) (quoting *Savage v. Jones*, 225 U.S. 501, 533 (1912).

[15] *Id.*

[16] *Verizon North, Inc. v. Strand*, 309 F.3d 935, 940 (6th. Cir. 2002) (emphasis added) (citing *Verizon North, Inc. v. Strand*, 140 F.Supp.2d 803 (W.D.Mich. 2000)(quoting *Gade v. Nat'l Solid Wastes Mgmt. Ass'n*, 505 U.S. 88, 103, 112 S.Ct. 2374 (1992)(quoting *Int'l Paper Co. v. Ouellette*, 479 U.S. 481, 494, 107 S.Ct. 805, (1987)).

[17] *Verizon North, Inc. v. Strand, Supra.*

matter before the Commission, the Commission must possess jurisdiction over the parties, as well as jurisdiction over the subject matter. *See Tolley v. Commonwealth of Kentucky,* 65 S.W. 3d 531 (Ky. App. 2001). Subject matter jurisdiction arises only by virtue of law – it must be conferred by constitution or statute and cannot be created by waiver or acquiescence. *Gordon v. NKC Hospitals, Inc.,* 887 S.W. 2d 360, 362 (1994). Accordingly, a complaint or request for relief is properly dismissed if it asks the Commission to address matters over which it has no jurisdiction or if it seeks relief that the Commission is not authorized to grant.

The Commission, therefore, must determine whether the Legislature has granted it any authority to construe AT&T's federal merger commitments. In that regard, "[t]he PSC is a creature of statute and has only such powers as granted by the General Assembly." *Public Service Commission v. Jackson County Rural Electric Cooperative, Inc., et al.,* 50 S.W. 3d 764, 767 (Ky.App. 2000). Powers granted to the Commission are strictly statutory and like other administrative bodies and agencies, the Commission possesses only such powers as are conferred upon it expressly or by necessary or fair implication. *See, Croke v. Public Service Commission of Kentucky*, 573 S.W. 2d 927 (Ky.App. 1978). Finally, any reasonable doubt as to the existence of a particular power of the Commission must be resolved against it. *See Northern Kentucky Emergency Medical Services, Inc. v. Christ Hospital Corporation, et al.,* 875 S.W. 2d 896 (Ky.App. 1993).

While the Commission has authority under the Act in Section 252 arbitrations to interpret and resolve *specific* issues of federal law, including whether or not the arbitrated issues comply with Section 251 and the FCC regulations prescribed pursuant to Section 251, the Act does not grant the Commission with any *general* authority to

resolve and enforce purported violations of federal law or FCC orders. *See,* 47 U.S.C. § 251.

The Florida Commission addressed a similar issue in *In re: Complaint by Supra Telecommunications and Information Systems, Inc., against BellSouth Telecommunications, Inc. regarding BellSouth's alleged use of carrier-to-carrier information*, Dkt. No. 030349-TP, Order No. PSC-03-1392-FOF-TP (Dec. 11, 2003) ("*Sunrise Order*"). The complainant in that case alleged that BellSouth violated 47 U.S.C. § 222. In dismissing that claim, the Florida Commission noted that it can construe and apply federal law "in order to make sure [its] decision under state law does not conflict" with federal law. *Id.* at 3-4. The Florida Commission, however, plainly and correctly noted that "[f]ederal courts have ruled that a state agency is not authorized to take administrative action based solely on federal statutes" and that "[s]tate agencies, as well as federal agencies, are only empowered by the statutes pursuant to which they are created." *See, Sunrise Order* at 3 (citations omitted). Accordingly, in the *Sunrise Order*, the Florida Commission determined that while it can interpret and apply federal law to ensure that its decision under state law does not conflict with federal law, it cannot provide a remedy (federal or state) for a violation of federal law—which is what the Petitioners are improperly seeking in this proceeding. *Id.* at 5.

The Florida Commission echoed these same principles in *In re: Complaint against BellSouth Telecommunications, Inc. for alleged overbilling and discontinuance of service, and petition for emergency order restoring service, by IDS Telecom LLC*, Dkt. No. 031125-TP, Order No. PSC-04-0423-FOF-TP (Apr. 26, 2004), wherein it dismissed a request by a CLEC to find that BellSouth violated federal law. Based on the *Sunrise Order*, the Florida Commission dismissed the federal law count of the

complaint, holding "[s]ince Count Five relies solely on a federal statute as the basis for relief, we find it appropriate to dismiss Count Five." *Id.*

Consistent with the above decisions, the United States Supreme Court has held that the interpretation of a federal agency order, when issued pursuant to the federal agency's established regulatory authority, falls within the federal agency's jurisdiction. *Serv. Storage & Transfer Co. v. Virginia*, 359 U.S. 171, 177 (1959). Therefore, interpretation of an FCC order, *i.e.*, the *Merger Order*, clearly falls within the jurisdiction of the FCC and not this Commission.

In this case before the Commission, Sprint's claim is not under state law (and even if it were, State action would be preempted as set forth above). Instead, Sprint is asking a state agency to enforce Sprint's erroneous interpretation of a federal merger commitment that is embodied in a federal agency's order. Consequently, the FCC alone possesses the jurisdiction to interpret and enforce the subject merger commitment. [18]

Indeed, the FCC explicitly reserved jurisdiction over the merger commitments contained in the *Merger Order*. Specifically, the FCC stated that "[f]or the avoidance of doubt, unless otherwise expressly stated to the contrary, ***all conditions and commitments proposed in this letter are enforceable by the FCC*** and would apply in the AT&T/BellSouth in-region territory, as defined herein, for a period of forty-two months from the Merger Closing Date and would automatically sunset thereafter."

[18] While a state Commission may have certain enforcement authority regarding interconnection agreements that it approves pursuant to the federal Act, that is not the case in this proceeding. As explained above, the issue Sprint raises is not subject to arbitration under Section 251 or 252. Additionally, the provision Sprint relies upon is not found in an interconnection agreement that has been approved by the Commission. Instead, the merger commitment on which Sprint relies is a wholly independent voluntary commitment that is separate and apart from any Section 251 or 252 matter and is therefore not subject to state interpretation or enforcement.

Merger Order (Appendix F), p. 147 (emphases added). Nowhere in the *Merger Order* does the FCC provide that the interpretation of merger commitments is to occur outside the FCC.[19]

Further, recognition of the FCC's exclusive authority ensures a uniform regulatory framework and avoids a conflicting and diverse interpretation of FCC requirements. Any other decision results in the potential for conflicting rulings and piecemeal litigation.[20] For these reasons, the Commission should dismiss Sprint's issue.

IV. THE COMMISSION SHOULD ADOPT AT&T's POSITION ON THE ARBITRABLE UNRESOLVED ISSUES

Under Section 252 of the Act, a non-petitioning party to a negotiation may respond to the other party's petition and provide such additional information as it wishes within 25 days after the Commission receives the petition.[21] The Parties had reached consensus on virtually every issue within the Agreement. However, when the agreement was all but consummated, Sprint filed its Petition setting forth solely a non-arbitrable issue. In accordance with Section 252, AT&T provided the Commission with its response and raised the only properly arbitrable issue currently before the Commission in this Docket. Specifically, AT&T raised the following issue:

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[19] AT&T Kentucky recognizes that the FCC stated in the Merger Order that "[i]t is not the intent of these commitments to restrict, supersede, or otherwise alter state or local jurisdiction under the Communications Act of 1934, as amended...." Merger Order at 147. The purported source of Sprint's extension, however, is pursuant to the *Merger Order* and *not* the Act. Thus, the above statement from the FCC does not salvage this portion of Sprint's argument. Moreover, the FCC's statement requires that the jurisdictional issue be resolved by neither enlarging nor diminishing state jurisdiction, and resolving the issue consistent with AT&T's position does neither—it maintains the preexisting bounds of federal and state jurisdiction under the Act.

[20] Although the Act contemplates state commission consideration of ILEC-by-ILEC and state-by-state matters when ruling on Section 251/252 issues, e.g., impairment, UNE rates, reciprocal compensation, etc., in this instance such consideration is inapplicable because the merger commitment at issue addresses a single post-merger ILEC and presents no state-specific issue for consideration.

[21] 47 U.S.C. § 252(b)(3).

ISSUE 2 [Attachments 3A and 3B]: Should Attachments 3A and 3B (attached hereto collectively as "Exhibit E") be incorporated into the new interconnection agreement as "Attachment 3"?

AT&T's position on Issue 2 is, "yes," the terms and conditions found within Attachments 3A and 3B should be incorporated into the new interconnection agreement as "Attachment 3." AT&T and Sprint began negotiations for a new agreement in July of 2004. Those negotiations continued over a course of more than two years. Each Party agreed to extend the arbitration window on several occasions as each believed the Parties would achieve a negotiated agreement. In December of 2006 the Parties did reach an agreement in principle and were working on finalizing the language to be placed in the new agreement. Subsequent to the merger of AT&T and BellSouth, Sprint did not want to continue finalizing language and execute a successor agreement that was consistent with the negotiations and agreement in principle. Instead, upon announcement of the merger commitment, Sprint wanted to simply extend the prior interconnection agreement purportedly in accordance with the merger commitment. AT&T requested to continue to complete the negotiations and finalize the agreement to the Parties' mutual satisfaction, but Sprint decided to abandon this process and continued its alternate path of attempting to extend its current antiquated agreement through 2010, and ultimately filed its Petition.[22]

AT&T, therefore, submitted with its Answer what it believes to be the final agreement the Parties had reached through negotiations for the General Terms & Conditions ("Negotiated GT&Cs") and all attachments except Attachment 3 ("Negotiated

[22] Such an extension would result in Sprint maintaining an interconnection agreement with antiquated terms and conditions for *nine years*. Clearly such a result was not contemplated as reflected within the plain language of the merger commitment. The merger commitment referred to the "initial term" and not to any further extensions.

Attachments"). AT&T contends that when Sprint withdrew from its negotiations with AT&T, the only issues that were still under discussion and that were subject to agreement in principle, pending acceptable language proposals, were several issues in Attachment 3. AT&T, therefore, submitted its generic Attachment 3A, for wireless interconnection services, and 3B for wireline interconnection services, and asks that the Commission adopt these two Attachments collectively as Attachment 3 along with the Negotiated GT&Cs and the Negotiated Attachments in order to finalize a new agreement.

Sprint has filed its arbitration petition within the window described in Section 252(b)(1) of the Act, and has raised no issues other than a single issue that is wholly unrelated to the Parties' negotiation and that is not subject to arbitration under the Act. AT&T, in its sole issue for arbitration, merely asks the Commission to adopt its generic Attachment 3 as proposed by AT&T for inclusion in the negotiated interconnection agreement, and asserts that the interconnection agreement reflects the agreement that the Parties had reached with respect to the open negotiation issues for all issues except for matters in Attachment 3 as of December 2006. Accordingly, because of Sprint's refusal to finalize the Attachment 3 matters or to discuss those issues that it deems unresolved in Attachment 3 prior to filing its arbitration petition, this Commission should adopt AT&T's generic Attachment 3 and incorporate it with the negotiated general terms and conditions and negotiated attachments to finalize a new agreement.

CONCLUSION

For the foregoing reasons, AT&T Kentucky respectfully requests the Commission dismiss the issue filed by Sprint in this Docket, and adopt the position taken by AT&T regarding Issue 2.

Respectfully submitted, this 9th day of August, 2007.

AT&T Kentucky

Mary K. Keyer /bp

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COUNSEL FOR BELLSOUTH
TELECOMMUNICATIONS, INC.,
d/b/a AT&T KENTUCKY

#686461

EXHIBIT A

FLORIDA PUBLIC SERVICE COMMISSION

VOTE SHEET

July 31, 2007

Docket No. 070249-TP – Petition by Sprint Communications Company Limited Partnership and Sprint Spectrum Limited Partnership d/b/a Sprint PCS for arbitration of rates, terms and conditions of interconnection with BellSouth Telecommunications, Inc. d/b/a AT&T Florida d/b/a AT&T Southeast.

Issue 1: Should the Commission grant AT&T's Motion To Dismiss?
Recommendation: Yes. The Commission should grant AT&T's Motion to Dismiss because Sprint is requesting the Commission enforce an allegedly known right (the Merger Commitments as interpreted by Sprint) under an FCC order as opposed to arbitrating an "open" issue concerning Section 251 obligations.

APPROVED

COMMISSIONERS ASSIGNED: All Commissioners

COMMISSIONERS' SIGNATURES

MAJORITY	DISSENTING

REMARKS/DISSENTING COMMENTS:

Staff's oral recommendation to deny the motion for oral argument filed by Sprint was approved.

Vote Sheet
July 31, 2007
Docket No. 070249-TP – Petition by Sprint Communications Company Limited Partnership and Sprint Spectrum Limited Partnership d/b/a Sprint PCS for arbitration of rates, terms and conditions of interconnection with BellSouth Telecommunications, Inc. d/b/a AT&T Florida d/b/a AT&T Southeast.

(Continued from previous page)

Issue 2: Should this docket be closed?
Recommendation: Yes. Staff recommends that if the Commission approves staff's recommendation in Issue 1, this docket should be closed because the matter has been dismissed and no other issues need to be addressed by the Commission.

APPROVED

EXHIBIT B

Amendment to
Interconnection Agreement

between

Sprint Communications Company Limited Partnership
Sprint Communications Company L.P.
Sprint Spectrum, L.P.

and

BellSouth Telecommunications, Inc.

Dated January 1, 2001

Pursuant to this Amendment (the "Amendment") Sprint Communications Company Limited Partnership and Sprint Communications Company L.P., (collectively referred to as "Sprint CLEC"), a Delaware Limited Partnership, and Sprint Spectrum L.P., a Delaware limited partnership, as agent and General Partner for WirelessCo. L.P., a Delaware limited partnership, and SprintCom, Inc., a Kansas corporation, all foregoing entities jointly d/b/a Sprint PCS (Sprint PCS), and BellSouth Telecommunications, Inc. (BellSouth), a Georgia corporation, hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement (the Agreement) between BellSouth and Sprint CLEC and Sprint PCS, (collectively referred to as "Sprint") dated January 1, 2001.

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

1. The Parties agree to delete Section 2.1, General Terms and Conditions – Part A in its entirety and replace it with the following:

> 2.1 The term of this Agreement shall be from the effective date as set forth above and shall expire as of December 31, 2004. Upon mutual agreement of the Parties, the term of this Agreement may be extended. If, as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section 3.1 below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis.

2. All other provisions of the Agreement, dated January 1, 2001, shall remain in full force and effect.

3. Either or both of the Parties is authorized to submit this Amendment to the appropriate Commission for approval subject to section 252(e) of the Federal Telecommunications Act of 1996.

4. This Amendment shall be effective upon the date of the last signature of both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

By: _____

Name: Kristen E. Rowe

Title: Director

Date: 6/3/04

Sprint Communications Company Limited Partnership

By: _____

Name: W. Richard Morris

Title: Vice President – External Affairs

Date: 6/2/04

Sprint Spectrum L.P.

By: _____

Name: W. Richard Morris

Title: Vice President – External Affairs

Date: 6/2/04

EXHIBIT C

From: Kite, Jim C [NTK] [mailto:Jim.C.Kite@sprint.com]
Sent: Thursday, December 14, 2006 4:31 PM
To: Allen-Flood, Lynn
Subject: FW: Sprint - BellSouth Settlement
Importance: High

Lynn -
This is what I sent Randy. Sorry that it failed to go through.

Jim

From: Kite, Jim C [NTK]
Sent: Thursday, December 14, 2006 3:17 PM
To: Atkinson, Bill R [GA]; Chiarelli, Joe M [LEG]; Felton, Mark G [NTK]; Lindsey, Gary B [NTK]
Subject: FW: Sprint - BellSouth Settlement
Importance: High

Sprint and BellSouth have reached a tentative settlement. This settlement still has some side-issues to resolve and actual language related to the issues has yet to be crafted, but the Parties agree that this is a milestone and that final settlement is likely in the next few weeks. Execution of the new agreement will be shortly thereafter.

The elements of the deal are as follows:

• The Parties have agreed to include in this agreement.

• The effective date of the agreement will be

* The Parties have agreed upon a transit rate of

* The shared facilities factor for interconnection facilities between and BellSouth and between and Bellsouth will be with Sprint responsible for of those costs.

* The provisions for reciprocal compensation will apply to

* The 1st Qtr. Inter-MTA factors for will be as follows (The Inter-MTA traffic will be subject to a The Parties agree to work cooperatively during the first quarter to establish a future process for developing new values each quarter. values for the will be developed

* Sprint has related to VOIP. the compensation process for non-local VOIP will

* The Parties have agreed to address Multi-use Trunks by
has offered and has accepted language for

attorney has asked that language
The lawyers for
haven't had a chance to review this request

* The Parties have agreed to settle three oustanding disputes { 1) Inter-MTA
2) Inter-MTA 3) Facility Sharing
} by a This will
settle these disputes through the effective date of this agreement.

* The Parties did not address the issue of paying a third Party's charges to terminate
originated Local CLEC and CMRS traffic and then seeking reimbursement from The
parties will look to the legal teams from both firms to find a resolution to this issue as soon as they
can.

Jim Kite

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EXHIBIT D

APPENDIX F

Conditions

The Applicants have offered certain voluntary commitments, enumerated below. Because we find these commitments will serve the public interest, we accept them. Unless otherwise specified herein, the commitments described herein shall become effective on the Merger Closing Date. The commitments described herein shall be null and void if AT&T and BellSouth do not merge and there is no Merger Closing Date.

It is not the intent of these commitments to restrict, supersede, or otherwise alter state or local jurisdiction under the Communications Act of 1934, as amended, or over the matters addressed in these commitments, or to limit state authority to adopt rules, regulations, performance monitoring programs, or other policies that are not inconsistent with these commitments.

MERGER COMMITMENTS

For the avoidance of doubt, unless otherwise expressly stated to the contrary, all conditions and commitments proposed in this letter are enforceable by the FCC and would apply in the AT&T/BellSouth in-region territory, as defined herein, for a period of forty-two months from the Merger Closing Date and would automatically sunset thereafter.

Repatriation of Jobs to the U.S.

AT&T/BellSouth[1] is committed to providing high quality employment opportunities in the U.S. In order to further this commitment, AT&T/BellSouth will repatriate 3,000 jobs that are currently outsourced by BellSouth outside of the U.S. This repatriation will be completed by December 31, 2008. At least 200 of the repatriated jobs will be physically located within the New Orleans, Louisiana MSA.

Promoting Accessibility of Broadband Service

1. By December 31, 2007, AT&T/BellSouth will offer broadband Internet access service (*i.e.*, Internet access service at speeds in excess of 200 kbps in at least one direction) to 100 percent of the residential living units in the AT&T/BellSouth in-region territory.[2] To meet this commitment, AT&T/BellSouth will offer broadband Internet access services to at least 85 percent of such living units using wireline technologies (the "Wireline Buildout Area"). AT&T/BellSouth will make available broadband Internet access service to the remaining living units using alternative technologies

[1] AT&T/BellSouth refers to AT&T Inc., BellSouth Corporation, and their affiliates that provide domestic wireline or Wi-Max fixed wireless services.

[2] As used herein, the "AT&T/BellSouth in-region territory" means the areas in which an AT&T or BellSouth operating company is the incumbent local exchange carrier, as defined in 47 U.S.C. § 251(h)(1)(A) and (B)(i). "AT&T in-region territory" means the area in which an AT&T operating company is the incumbent local exchange carrier, as defined in 47 U.S.C. § 251(h)(1)(A) and (B)(i), and "BellSouth in-region territory" means the area in which a BellSouth operating company is the incumbent local exchange carrier, as defined in 47 U.S.C. § 251(h)(1)(A) and (B)(i).

and operating arrangements, including but not limited to satellite and Wi-Max fixed wireless technologies. AT&T/BellSouth further commits that at least 30 percent of the incremental deployment after the Merger Closing Date necessary to achieve the Wireline Buildout Area commitment will be to rural areas or low income living units.[3]

2. AT&T/BellSouth will provide an ADSL modem without charge (except for shipping and handling) to residential subscribers within the Wireline Buildout Area who, between July 1, 2007, and June 30, 2008, replace their AT&T/BellSouth dial-up Internet access service with AT&T/BellSouth's ADSL service and elect a term plan for their ADSL service of twelve months or greater.

3. Within six months of the Merger Closing Date, and continuing for at least 30 months from the inception of the offer, AT&T/BellSouth will offer to retail consumers in the Wireline Buildout Area, who have not previously subscribed to AT&T's or BellSouth's ADSL service, a broadband Internet access service at a speed of up to 768 Kbps at a monthly rate (exclusive of any applicable taxes and regulatory fees) of $10 per month.

Statement of Video Roll-Out Intentions

AT&T is committed to providing, and has expended substantial resources to provide, a broad array of advanced video programming services in the AT&T in-region territory. These advanced video services include Uverse, on an integrated IP platform, and HomeZone, which integrates advanced broadband and satellite services. Subject to obtaining all necessary authorizations to do so, AT&T/BellSouth intends to bring such services to the BellSouth in-region territory in a manner reasonably consistent with AT&T's roll-out of such services within the AT&T in-region territory. In order to facilitate the provision of such advanced video services in the BellSouth in-region territory, AT&T /BellSouth will continue to deploy fiber-based facilities and intends to have the capability to reach at least 1.5 million homes in the BellSouth in-region territory by the end of 2007. AT&T/BellSouth agrees to provide a written report to the Commission by December 31, 2007, describing progress made in obtaining necessary authorizations to roll-out, and the actual roll-out of, such advanced video services in the BellSouth in-region territory.

Public Safety, Disaster Recovery

1. By June 1, 2007, AT&T will complete the steps necessary to allow it to make its disaster recovery capabilities available to facilitate restoration of service in BellSouth's in-region territory in the event of an extended service outage caused by a hurricane or other disaster.

2. In order to further promote public safety, within thirty days of the Merger Closing Date, AT&T/BellSouth will donate $1 million to a section 501(c)(3) foundation or public entities for the purpose of promoting public safety.

[3] For purposes of this commitment, a low income living unit shall mean a living unit in AT&T/BellSouth's in-region territory with an average annual income of less than $35,000, determined consistent with Census Bureau data, *see* California Public Utilities Code section 5890(j)(2) (as added by AB 2987) (defining low income households as those with annual incomes below $35,000), and a rural area shall consist of the zones in AT&T/BellSouth's in-region territory with the highest deaveraged UNE loop rates as established by the state commission consistent with the procedures set forth in section 51.507 of the Commission's rules. 47 C.F.R. § 51.507.

Service to Customers with Disabilities

AT&T/BellSouth has a long and distinguished history of serving customers with disabilities. AT&T/BellSouth commits to provide the Commission, within 12 months of the Merger Closing Date, a report describing its efforts to provide high quality service to customers with disabilities.

UNEs

1. The AT&T and BellSouth ILECs shall continue to offer and shall not seek any increase in state-approved rates for UNEs or collocation that are in effect as of the Merger Closing Date. For purposes of this commitment, an increase includes an increased existing surcharge or a new surcharge unless such new or increased surcharge is authorized by (i) the applicable interconnection agreement or tariff, as applicable, and (ii) by the relevant state commission. This commitment shall not limit the ability of the AT&T and BellSouth ILECs and any other telecommunications carrier to agree voluntarily to any different UNE or collocation rates.

2. AT&T/BellSouth shall recalculate its wire center calculations for the number of business lines and fiber-based collocations and, for those that no longer meet the non-impairment thresholds established in 47 CFR §§ 51.319(a) and (e), provide appropriate loop and transport access. In identifying wire centers in which there is no impairment pursuant to 47 CFR §§ 51.319(a) and (e), the merged entity shall exclude the following: (i) fiber-based collocation arrangements established by AT&T or its affiliates; (ii) entities that do not operate (*i.e.*, own or manage the optronics on the fiber) their own fiber into and out of their own collocation arrangement but merely cross-connect to fiber-based collocation arrangements; and (iii) special access lines obtained by AT&T from BellSouth as of the day before the Merger Closing Date.

3. AT&T/BellSouth shall cease all ongoing or threatened audits of compliance with the Commission's EELs eligibility criteria (as set forth in the *Supplemental Order Clarification*'s significant local use requirement and related safe harbors, and the *Triennial Review Order*'s high capacity EEL eligibility criteria), and shall not initiate any new EELs audits.

Reducing Transaction Costs Associated with Interconnection Agreements

1. The AT&T/BellSouth ILECs shall make available to any requesting telecommunications carrier any entire effective interconnection agreement, whether negotiated or arbitrated, that an AT&T/BellSouth ILEC entered into in any state in the AT&T/BellSouth 22-state ILEC operating territory, subject to state-specific pricing and performance plans and technical feasibility, and provided, further, that an AT&T/BellSouth ILEC shall not be obligated to provide pursuant to this commitment any interconnection arrangement or UNE unless it is feasible to provide, given the technical, network, and OSS attributes and limitations in, and is consistent with the laws and regulatory requirements of, the state for which the request is made.

2. The AT&T/BellSouth ILECs shall not refuse a request by a telecommunications carrier to opt into an agreement on the ground that the agreement has not been amended to reflect changes of law, provided the requesting telecommunications carrier agrees to negotiate in good faith an amendment regarding such change of law immediately after it has opted into the agreement.

3. The AT&T/BellSouth ILECs shall allow a requesting telecommunications carrier to use its pre-existing interconnection agreement as the starting point for negotiating a new agreement.

4. The AT&T/BellSouth ILECs shall permit a requesting telecommunications carrier to extend its current interconnection agreement, regardless of whether its initial term has expired, for a period of up to three years, subject to amendment to reflect prior and future changes of law. During this period, the interconnection agreement may be terminated only via the carrier's request unless terminated pursuant to the agreement's "default" provisions.

Special Access

Each of the following special access commitments shall remain in effect until 48 months from the Merger Closing Date.

1. AT&T/BellSouth affiliates that meet the definition of a Bell operating company in section 3(4)(A) of the Act ("AT&T/BellSouth BOCs")[4] will implement, in the AT&T and BellSouth Service Areas,[5] the Service Quality Measurement Plan for Interstate Special Access Services ("the Plan"), similar to that set forth in the SBC/AT&T Merger Conditions, as described herein and in Attachment A to this Appendix F. The AT&T/BellSouth BOCs shall provide the Commission with performance measurement results on a quarterly basis, which shall consist of data collected according to the performance measurements listed therein. Such reports shall be provided in an Excel spreadsheet format and shall be designed to demonstrate the AT&T/BellSouth BOCs' monthly performance in delivering interstate special access services within each of the states in the AT&T and BellSouth Service Areas. These data shall be reported on an aggregated basis for interstate special access services delivered to (i) AT&T and BellSouth section 272(a) affiliates, (ii) their BOC and other affiliates, and (iii) non-affiliates.[6] The AT&T/BellSouth BOCs shall provide performance measurement results (broken down on a monthly basis) for each quarter to the Commission by the 45th day after the end of the quarter. The AT&T/BellSouth BOCs shall implement the Plan for the first full quarter following the Merger Closing Date. This commitment shall terminate on the earlier of (i) 48 months and 45 days after the beginning of the first full quarter following the Merger Closing Date (that is, when AT&T/BellSouth files its 16th quarterly report); or (ii) the effective date of a Commission order adopting performance measurement requirements for interstate special access services.

2. AT&T/BellSouth shall not increase the rates paid by existing customers (as of the Merger Closing Date) of DS1 and DS3 local private line services that it provides in the AT&T/BellSouth in-region territory pursuant to, or referenced in, TCG FCC Tariff No. 2 above their level as of the Merger Closing Date.

3. AT&T/BellSouth will not provide special access offerings to its wireline affiliates that are not available to other similarly situated special access customers on the same terms and conditions.

4. To ensure that AT&T/BellSouth may not provide special access offerings to its affiliates that are not available to other special access customers, before AT&T/BellSouth provides a new or modified contract tariffed service under section 69.727(a) of the Commission's rules to its own section 272(a)

[4] For purposes of clarity, the special access commitments set forth herein do not apply to AT&T Advanced Solutions, Inc. and the Ameritech Advanced Data Services Companies, doing business collectively as "ASI."

[5] For purposes of this commitment, "AT&T and BellSouth Service Areas" means the areas within AT&T/BellSouth's in-region territory in which the AT&T and BellSouth ILECs are Bell operating companies as defined in 47 U.S.C. § 153(4)(A).

[6] BOC data shall not include retail data.

affiliate(s), it will certify to the Commission that it provides service pursuant to that contract tariff to an unaffiliated customer other than Verizon Communications Inc., or its wireline affiliates. AT&T/BellSouth also will not unreasonably discriminate in favor of its affiliates in establishing the terms and conditions for grooming special access facilities.[7]

5. No AT&T/BellSouth ILEC may increase the rates in its interstate tariffs, including contract tariffs, for special access services that it provides in the AT&T/BellSouth in-region territory, as set forth in tariffs on file at the Commission on the Merger Closing Date, and as set forth in tariffs amended subsequently in order to comply with the provisions of these commitments.

6. In areas within the AT&T/BellSouth in-region territory where an AT&T/BellSouth ILEC has obtained Phase II pricing flexibility for price cap services ("Phase II areas"), such ILEC will offer DS1 and DS3 channel termination services, DS1 and DS3 mileage services, and Ethernet services,[8] that currently are offered pursuant to the Phase II Pricing Flexibility Provisions of its special access tariffs,[9] at rates that are no higher than, and on the same terms and conditions as, its tariffed rates, terms, and conditions as of the Merger Closing Date for such services in areas within its in-region territory where it has not obtained Phase II pricing flexibility. In Phase II areas, AT&T/BellSouth also will reduce by 15% the rates in its interstate tariffs as of the Merger Closing Date for Ethernet services that are not at that time subject to price cap regulation. The foregoing commitments shall not apply to DS1, DS3, or Ethernet services provided by an AT&T/BellSouth ILEC to any other price cap ILEC, including any affiliate of such other price cap ILEC,[10] unless such other price cap ILEC offers DS1 and DS3 channel termination and mileage services, and price cap Ethernet services in all areas in which it has obtained Phase II pricing flexibility relief for such services (hereinafter "Reciprocal Price Cap Services") at rates, and on the terms and conditions, applicable to such services in areas in which it has not obtained Phase II pricing flexibility for such services, nor shall AT&T/BellSouth provide the aforementioned 15% discount to such price cap ILEC or affiliate thereof unless such ILEC makes generally available a reciprocal discount for any Ethernet service it offers outside of price cap regulation (hereinafter "Reciprocal Non-Price Cap Services"). Within 14 days of the Merger Closing Date, AT&T/BellSouth will provide notice of this commitment to each price cap ILEC that purchases, or that has an affiliate that purchases, services subject to this commitment from an AT&T/BellSouth ILEC. If within 30 days thereafter, such price cap ILEC does not: (i) affirmatively inform AT&T/BellSouth and the Commission of its intent to sell Reciprocal Price Cap Services in areas where it has received Phase II pricing flexibility for such services at the rates, terms, and conditions that apply in areas where it has

[7] Neither this merger commitment nor any other merger commitment herein shall be construed to require AT&T/BellSouth to provide any service through a separate affiliate if AT&T/BellSouth is not otherwise required by law to establish or maintain such separate affiliate.

[8] The Ethernet services subject to this commitment are AT&T's interstate OPT-E-MAN, GigaMAN and DecaMAN services and BellSouth's interstate Metro Ethernet Service.

[9] The Phase II Pricing Flexibility Provisions for DS1 and DS3 services are those set forth in Ameritech Tariff FCC No. 2, Section 21; Pacific Bell Tariff FCC No. 1, Section 31; Nevada Bell Tariff FCC No. 1, Section 22; Southwestern Bell Telephone Company Tariff FCC No. 73, Section 39; Southern New England Telephone Tariff FCC No. 39, Section 24; and BellSouth Telecommunications Tariff FCC No. 1, Section 23.

[10] For purposes of this commitment, the term "price cap ILEC" refers to an incumbent local exchange carrier that is subject to price cap regulation and all of its affiliates that are subject to price cap regulation. The term "affiliate" means an affiliate as defined in 47 U.S.C. § 153(1) and is not limited to affiliates that are subject to price cap regulation.

not received such flexibility, and to provide a 15% discount on Reciprocal Non-Price Cap Services; and (ii) file tariff revisions that would implement such changes within 90 days of the Merger Closing Date (a "Non-Reciprocating Carrier"), the AT&T/BellSouth ILECs shall be deemed by the FCC to have substantial cause to make any necessary revisions to the tariffs under which they provide the services subject to this commitment to such Non-Reciprocating Carrier, including any affiliates, to prevent or offset any change in the effective rate charged such entities for such services. The AT&T/BellSouth ILECs will file all tariff revisions necessary to effectuate this commitment, including any provisions addressing Non-Reciprocating Carriers and their affiliates, within 90 days from the Merger Closing Date.

7. AT&T/BellSouth will not oppose any request by a purchaser of interstate special access services for mediation by Commission staff of disputes relating to AT&T/BellSouth's compliance with the rates, terms, and conditions set forth in its interstate special access tariffs and pricing flexibility contracts or to the lawfulness of the rates, terms, and conditions in such tariffs and contracts, nor shall AT&T/BellSouth oppose any request that such disputes be accepted by the Commission onto the Accelerated Docket.

8. The AT&T/BellSouth ILECs will not include in any pricing flexibility contract or tariff filed with the Commission after the Merger Closing Date access service ratio terms which limit the extent to which customers may obtain transmission services as UNEs, rather than special access services.

9. Within 60 days after the Merger Closing Date, the AT&T/BellSouth ILECs will file one or more interstate tariffs that make available to customers of DS1, DS3, and Ethernet service reasonable volume and term discounts without minimum annual revenue commitments (MARCs) or growth discounts. To the extent an AT&T/BellSouth ILEC files an interstate tariff for DS1, DS3, or Ethernet services with a varying MARC, it will at the same time file an interstate tariff for such services with a fixed MARC. For purposes of these commitments, a MARC is a requirement that the customer maintain a minimum specified level of spending for specified services per year.

10. If, during the course of any negotiation for an interstate pricing flexibility contract, AT&T/BellSouth offers a proposal that includes a MARC, AT&T/BellSouth will offer an alternative proposal that gives the customer the option of obtaining a volume and/or term discount(s) without a MARC. If, during the course of any negotiation for an interstate pricing flexibility contract, AT&T/BellSouth offers a proposal that includes a MARC that varies over the life of the contract, AT&T/BellSouth will offer an alternative proposal that includes a fixed MARC.

11. Within 14 days of the Merger Closing Date, the AT&T/BellSouth ILECs will give notice to customers of AT&T/BellSouth with interstate pricing flexibility contracts that provide for a MARC that varies over the life of the contract that, within 45 days of such notice, customers may elect to freeze, for the remaining term of such pricing flexibility contract, the MARC in effect as of the Merger Closing Date, provided that the customer also freezes, for the remaining term of such pricing flexibility contract, the contract discount rate (or specified rate if the contract sets forth specific rates rather than discounts off of referenced tariffed rates) in effect as of the Merger Closing Date.

Transit Service

The AT&T and BellSouth ILECs will not increase the rates paid by existing customers for their existing tandem transit service arrangements that the AT&T and BellSouth ILECs provide in the AT&T/BellSouth in-region territory.[11]

ADSL Service[12]

1. Within twelve months of the Merger Closing Date, AT&T/BellSouth will deploy and offer within the BellSouth in-region territory ADSL service to ADSL-capable customers without requiring such customers to also purchase circuit switched voice grade telephone service. AT&T/BellSouth will continue to offer this service in each state for thirty months after the "Implementation Date" in that state. For purposes of this commitment, the "Implementation Date" for a state shall be the date on which AT&T/BellSouth can offer this service to eighty percent of the ADSL-capable premises in BellSouth's in-region territory in that state.[13] Within twenty days after meeting the Implementation Date in a state, AT&T/BellSouth will file a letter with the Commission certifying to that effect. In all events, this commitment will terminate no later than forty-two months after the Merger Closing Date.

2. AT&T/BellSouth will extend until thirty months after the Merger Closing Date the availability within AT&T's in-region territory of ADSL service, as described in the ADSL Service Merger Condition, set forth in Appendix F of the *SBC/AT&T Merger Order* (FCC 05-183).

3. Within twelve months of the Merger Closing Date, AT&T/BellSouth will make available in its in-region territory an ADSL service capable of speeds up to 768 Kbps to ADSL-capable customers without requiring such customers to also purchase circuit switched voice grade telephone service ("Stand Alone 768 Kbps service"). AT&T/BellSouth will continue to offer the 768 Kbps service in a state for thirty months after the "Stand Alone 768 Kbps Implementation Date" for that state. For purposes of this commitment, the "Stand Alone 768 Kbps Implementation Date" for a state shall be the date on which AT&T/BellSouth can offer the Stand Alone 768 Kbps service to eighty percent of the ADSL-capable premises in AT&T/BellSouth's in-region territory in that state. The Stand Alone 768 Kbps service will be offered at a rate of not more than $19.95 per month (exclusive of regulatory fees and taxes). AT&T/BellSouth may make available such services at other speeds at prices that are competitive with the broadband market taken as a whole.

ADSL Transmission Service

AT&T/BellSouth will offer to Internet service providers, for their provision of broadband Internet access service to ADSL-capable retail customer premises, ADSL transmission service in the combined

[11] Tandem transit service means tandem-switched transport service provided to an originating carrier in order to indirectly send intraLATA traffic subject to § 251(b)(5) of the Communications Act of 1934, as amended, to a terminating carrier, and includes tandem switching functionality and tandem switched transport functionality between an AT&T/BellSouth tandem switch location and the terminating carrier.

[12] The commitments set forth under the heading "ADSL Service" are, by their terms, available to retail customers only. Wholesale commitments are addressed separately under the heading "ADSL Transmission Service."

[13] After meeting the implementation date in each state, AT&T/BellSouth will continue deployment so that it can offer the service to all ADSL-capable premises in its in-region territory within twelve months of the Merger Closing Date.

AT&T/BellSouth territory that is functionally the same as the service AT&T offered within the AT&T in-region territory as of the Merger Closing Date.[14] Such wholesale offering will be at a price not greater than the retail price in a state for ADSL service that is separately purchased by customers who also subscribe to AT&T/BellSouth local telephone service.

Net Neutrality

1. Effective on the Merger Closing Date, and continuing for 30 months thereafter, AT&T/BellSouth will conduct business in a manner that comports with the principles set forth in the Commission's Policy Statement, issued September 23, 2005 (FCC 05-151).

2. AT&T/BellSouth also commits that it will maintain a neutral network and neutral routing in its wireline broadband Internet access service.[15] This commitment shall be satisfied by AT&T/BellSouth's agreement not to provide or to sell to Internet content, application, or service providers, including those affiliated with AT&T/BellSouth, any service that privileges, degrades or prioritizes any packet transmitted over AT&T/BellSouth's wireline broadband Internet access service based on its source, ownership or destination.

This commitment shall apply to AT&T/BellSouth's wireline broadband Internet access service from the network side of the customer premise equipment up to and including the Internet Exchange Point closest to the customer's premise, defined as the point of interconnection that is logically, temporally or physically closest to the customer's premise where public or private Internet backbone networks freely exchange Internet packets.

This commitment does not apply to AT&T/BellSouth's enterprise managed IP services, defined as services available only to enterprise customers[16] that are separate services from, and can be purchased without, AT&T/BellSouth's wireline broadband Internet access service, including, but not limited to, virtual private network (VPN) services provided to enterprise customers. This commitment also does not apply to AT&T/BellSouth's Internet Protocol television (IPTV) service. These exclusions shall not result in the privileging, degradation, or prioritization of packets transmitted or received by AT&T/BellSouth's non-enterprise customers' wireline broadband Internet access service from the network side of the customer premise equipment up to and including the Internet Exchange Point closest to the customer's premise, as defined above.

[14] An ADSL transmission service shall be considered "functionally the same" as the service AT&T offered within the AT&T in-region territory as of the Merger Closing Date if the ADSL transmission service relies on ATM transport from the DSLAM (or equivalent device) to the interface with the Internet service provider, and provides a maximum asymmetrical downstream speed of 1.5Mbps or 3.0Mbps, or a maximum symmetrical upstream/downstream speed of 384Kbps or 416Kbps, where each respective speed is available (the "Broadband ADSL Transmission Service"). Nothing in this commitment shall require AT&T/BellSouth to serve any geographic areas it currently does not serve with Broadband ADSL Transmission Service or to provide Internet service providers with broadband Internet access transmission technology that was not offered by AT&T to such providers in its in-region territory as of the Merger Closing Date.

[15] For purposes of this commitment, AT&T/BellSouth's wireline broadband Internet access service and its Wi-Max fixed wireless broadband Internet access service are, collectively, AT&T/BellSouth's "wireline broadband Internet access service."

[16] "Enterprise customers" refers to that class of customer identified as enterprise customers on AT&T's website (http://www.att.com) as of December 28, 2006.

This commitment shall sunset on the earlier of (1) two years from the Merger Closing Date, or (2) the effective date of any legislation enacted by Congress subsequent to the Merger Closing Date that substantially addresses "network neutrality" obligations of broadband Internet access providers, including, but not limited to, any legislation that substantially addresses the privileging, degradation, or prioritization of broadband Internet access traffic.

Internet Backbone

1. For a period of three years after the Merger Closing Date, AT&T/BellSouth will maintain at least as many discrete settlement-free peering arrangements for Internet backbone services with domestic operating entities within the United States as they did on the Merger Closing Date, provided that the number of settlement-free peering arrangements that AT&T/BellSouth is required to maintain hereunder shall be adjusted downward to account for any mergers, acquisitions, or bankruptcies by existing peering entities or the voluntary election by a peering entity to discontinue its peering arrangement. If on the Merger Closing Date, AT&T and BellSouth both maintain a settlement free peering arrangement for Internet backbone services with the same entity (or an affiliate thereof), the separate arrangements shall count as one settlement-free peering arrangement for purposes of determining the number of discrete peering entities with whom AT&T/BellSouth must peer pursuant to this commitment. AT&T/BellSouth may waive terms of its published peering policy to the extent necessary to maintain the number of peering arrangements required by this commitment. Notwithstanding the above, if within three years after the Merger Closing Date, one of the ten largest entities with which AT&T/BellSouth engages in settlement free peering for Internet backbone services (as measured by traffic volume delivered to AT&T/BellSouth's backbone network facilities by such entity) terminates its peering arrangement with AT&T/BellSouth for any reason (including bankruptcy, acquisition, or merger), AT&T/BellSouth will replace that peering arrangement with another settlement free peering arrangement and shall not adjust its total number of settlement free peers downward as a result.

2. Within thirty days after the Merger Closing Date, and continuing for three years thereafter, AT&T/BellSouth will post its peering policy on a publicly accessible website. During this three-year period, AT&T/BellSouth will post any revisions to its peering policy on a timely basis as they occur.

Forbearance

1. AT&T/BellSouth will not seek or give effect to a ruling, including through a forbearance petition under section 10 of the Communications Act (the "Act") 47 U.S.C. 160, or any other petition, altering the status of any facility being currently offered as a loop or transport UNE under section 251(c)(3) of the Act.

2. AT&T/BellSouth will not seek or give effect to any future grant of forbearance that diminishes or supersedes the merged entity's obligations or responsibilities under these merger commitments during the period in which those obligations are in effect.

Wireless

1. AT&T/BellSouth shall assign and/or transfer to an unaffiliated third party all of the 2.5 GHz spectrum (broadband radio service (BRS)/educational broadband service (EBS)) currently licensed to or leased by BellSouth within one year of the Merger Closing Date.

2. By July 21, 2010, AT&T/BellSouth agrees to: (1) offer service in the 2.3 GHz band to 25% of the population in the service area of AT&T/BellSouth's wireless communications services (WCS) licenses,

for mobile or fixed point-to-multi-point services, or (2) construct at least five permanent links per one million people in the service area of AT&T/BellSouth's WCS licenses, for fixed point-to-point services. In the event AT&T/BellSouth fails to meet either of these service requirements, AT&T/BellSouth will forfeit the unconstructed portion of the individual WCS licenses for which it did not meet either of these service requirements as of July 21, 2010; provided, however, that in the event the Commission extends the July 21, 2010, buildout date for 2.3GHz service for the WCS industry at large ("Extended Date"), the July 21, 2010 buildout date specified herein shall be modified to conform to the Extended Date. The wireless commitments set forth above do not apply to any 2.3 GHz wireless spectrum held by AT&T/BellSouth in the state of Alaska.

Divestiture of Facilities

Within twelve months of the Merger Closing Date, AT&T/BellSouth will sell to an unaffiliated third party(ies) an indefeasible right of use ("IRU") to fiber strands within the existing "Lateral Connections," as that term is defined in the *SBC/AT&T Consent Decree*,[17] to the buildings listed in Attachment B to this Appendix F ("BellSouth Divestiture Assets"). These divestitures will be effected in a manner consistent with the divestiture framework agreed to in the *SBC/AT&T Consent Decree*, provided that such divestitures will be subject to approval by the FCC, rather than the Department of Justice.

Tunney Act

AT&T is a party to a Consent Decree entered into following the merger of SBC and AT&T (the "Consent Decree"). The Consent Decree documents the terms under which AT&T agreed to divest special access facilities serving 383 buildings within the former SBC in-region ILEC territory (the "SBC Divestiture Assets"). In its Order approving the AT&T/SBC merger, the Commission also required the divestiture of these same facilities on the terms and conditions contained in the Consent Decree. The Consent Decree is currently under review pursuant to the Tunney Act in the U.S. District Court for the District of Columbia (the "Court") in U.S. v. SBC Communications, Inc. and AT&T Corp., Civil Action No. 1:05CV02102 (EGS) (D.D.C.), where the Court is reviewing the adequacy of the remedy contained in the Consent Decree to address the competitive concerns described in the Complaint filed by the Department of Justice (DOJ).

If it is found in a final, non-appealable order, that the remedy in the Consent Decree is not adequate to address the concerns raised in the Complaint and AT&T and the DOJ agree to a modification of the Consent Decree (the "Modified Consent Decree"), then AT&T agrees that (1) AT&T/BellSouth will conform its divestiture of the BellSouth Divestiture Assets to the terms of the Modified Consent Decree; and (2) AT&T/BellSouth will negotiate in good faith with the Commission to determine whether the conditions imposed on AT&T/BellSouth in the Commission order approving the merger of AT&T and BellSouth satisfies, with respect to the BellSouth territory, the concerns addressed in the Modified Consent Decree.

Certification

AT&T/BellSouth shall annually file a declaration by an officer of the corporation attesting that AT&T/BellSouth has substantially complied with the terms of these commitments in all material

[17] *See United States v. SBC Communications, Inc.*, Civil Action No. 1:05CV02102, Final Judgment (D.D.C. filed Oct. 27, 2005).

respects. The first declaration shall be filed 45 days following the one-year anniversary of the Merger Closing Date, and the second, third, and fourth declarations shall be filed one, two, and three years thereafter, respectively.

Conditions
ATTACHMENT A

Service Quality Measurement Plan
For Interstate Special Access

Contents

Section 1: Ordering

FOCT: Firm Order Confirmation (FOC) Timeliness

Definition
Firm Order Confirmation (FOC) Timeliness measures the percentage of FOCs returned within the Company-specified standard interval.

Exclusions
- Service requests identified as "Projects" or "ICBs"
- Service requests cancelled by the originator
- Weekends and designated holidays of the service center
- Unsolicited FOCs
- Administrative or test service requests
- Service requests that indicate that no confirmation/response should be sent
- Other exclusions as defined by each RBOC to reflect system and operational differences

Business Rules
Counts are based on the first instance of a FOC being sent in response to an ASR. Activity starting on a weekend or holiday will reflect a start date of the next business day. Activity ending on a weekend or holiday will be calculated with an end date of the last previous business day. Requests received after the company's stated cutoff time will be counted as a "zero" day interval if the FOC is sent by close of business on the next business day. The standard interval will be that which is specified in the company-specific ordering guide.

Calculation
Firm Order Confirmation (FOC) Interval = (a - b)
- a = Date and time FOC is returned
- b = Date and time valid access service request is received

Percent within Standard Interval = (c / d) X 100
- c = Number of service requests confirmed within the designated interval
- d = Total number of service requests confirmed in the reporting period

Report Structure
- Non-Affiliates Aggregate
- RBOC Affiliates Aggregate
  - RBOC 272 Affiliates Aggregate

Geographic Scope
- State

SQM Disaggregation (Percent FOCs returned within Standard Interval)
- Special Access – DS0
- Special Access – DS1
- Special Access – DS3 and above

Section 2: Provisioning

PIAM: Percent Installation Appointments Met

Definition
Percent Installation Appointments Met measures the percentage of installations completed on or before the confirmed due date.

Exclusions
- Orders issued and subsequently cancelled
- Orders associated with internal or administrative (including test) activities
- Disconnect Orders
- Other exclusions as defined by each RBOC to reflect system and operational differences

Business Rules
This measurement is calculated by dividing the number of service orders completed during the reporting period, on or before the confirmed due date, by the total number of orders completed during the same reporting period. Installation appointments missed because of customer caused reasons shall be counted as met and included in both the numerator and denominator. Where there are multiple missed appointment codes, each RBOC will determine whether an order is considered missed.

Calculation
Percent Installation Appointments Met = (a / b) X 100
- a = Number of orders completed on or before the RBOC confirmed due date during the reporting period
- b = Total number of orders where completion has been confirmed during the reporting period

Report Structure
- Non-Affiliates Aggregate
- RBOC Affiliates Aggregate
  - RBOC 272 Affiliates Aggregate

Geographic Scope
- State

SQM Disaggregation
- Special Access – DS0
- Special Access – DS1
- Special Access – DS3 and above

NITR: New Installation Trouble Report Rate

Definition
New Installation Trouble Report Rate measures the percentage of circuits or orders where a trouble was found in RBOC facilities or equipment within thirty days of order completion.

Exclusions
- Trouble tickets issued and subsequently cancelled
- Customer Provided Equipment (CPE) or customer caused troubles
- Troubles closed by the technician to disposition codes of IEC (Inter-exchange Carrier) or INF (Information)
- RBOC troubles associated with administrative service
- No Trouble Found (NTF) and Test OK (TOK)
- Other exclusions defined by each RBOC to reflect system and operational differences
- Subsequent trouble reports

Business Rules
Only the first customer direct trouble report received within thirty calendar days of a completed service order is counted in this measure. Only customer direct trouble reports that required the RBOC to repair a portion of the RBOC network will be counted in this measure. The RBOC completion date is when the RBOC completes installation of the circuit or order.

Calculation
Trouble Report Rate within 30 Calendar Days of Installation = (a / b) X 100
- a = Count of circuits/orders with trouble reports within 30 calendar days of installation
- b = Total number of circuits/orders installed in the reporting period

Report Structure
- Non-Affiliates Aggregate
- RBOC Affiliates Aggregate
  - RBOC 272 Affiliates Aggregate

Geographic Scope
- State

SQM Disaggregation
- Special Access – DS0
- Special Access – DS1
- Special Access – DS3 and above

Section 3: Maintenance & Repair

CTRR: Failure Rate/Trouble Report Rate

Definition
The percentage of initial and repeated circuit-specific trouble reports completed per 100 in-service circuits for the reporting period.

Exclusions
- Trouble reports issued and subsequently cancelled
- Employee initiated trouble reports
- Trouble reports/circuits associated with internal or administrative activities
- Customer Provided Equipment (CPE) or customer caused troubles
- Troubles closed by the technician to disposition codes of IEC (Inter-exchange Carrier) or INF (Information)
- Tie Circuits
- No Trouble Found (NTF) and Test OK (TOK)
- Other exclusions as defined by each RBOC to reflect system and operational differences

Business Rules
Only customer direct trouble reports that require the RBOC to repair a portion of the RBOC network will be counted in this report. The trouble report rate is computed by dividing the number of completed trouble reports handled during the reporting period by the total number of in-service circuits for the same period.

Calculation
Percent Trouble Report Rate = (a / b) X 100
- a = Number of completed circuit-specific trouble reports received during the reporting period
- b = Total number of in-service circuits during the reporting period

Report Structure
- Non-Affiliates Aggregate
- RBOC Affiliates Aggregate
  - RBOC 272 Affiliates Aggregate

Geographic Scope
- State

SQM Disaggregation
- Special Access – DS0
- Special Access – DS1
- Special Access – DS3 and above

MAD: Average Repair Interval/Mean Time to Restore

Definition
The Average Repair Interval/Mean Time to Restore is the average time between the receipt of a customer trouble report and the time the service is restored. The average outage duration is only calculated for completed circuit-specific trouble reports.

Exclusions
- Trouble reports issued and subsequently cancelled
- Employee initiated trouble reports
- Trouble reports associated with internal or administrative activities
- Customer Provided Equipment (CPE) or customer caused troubles
- Troubles closed by the technician to disposition codes of IEC (Inter-exchange Carrier) or INF (Information)
- Tie Circuits
- No Trouble Found (NTF) and Test OK (TOK)
- Other exclusions as defined by each RBOC to reflect system and operational differences

Business Rules
Only customer direct trouble reports that require the RBOC to repair a portion of the RBOC network will be counted in this measure. The average outage duration is calculated for each restored circuit with a trouble report. The start time begins with the receipt of the trouble report and ends when the service is restored. This is reported in a manner such that customer hold time or delay maintenance time resulting from verifiable situations of no access to the end user premise, other CLEC/IXC or RBOC retail customer caused delays, such as holding the ticket open for monitoring, is deducted from the total resolution interval ("stop clock" basis).

Calculation
Repair Interval = (a – b)
- a = Date and time trouble report was restored
- b = Date and time trouble report was received

Average Repair Interval = (c / d)
- c = Total of all repair intervals (in hours/days) for the reporting period
- d = Total number of trouble reports closed during the reporting period

Report Structure
- Non-Affiliates Aggregate
- RBOC Affiliates Aggregate
  - RBOC 272 Affiliates Aggregate

Geographic Scope
- State

SQM Disaggregation
- Special Access – DS0
- Special Access – DS1
- Special Access – DS3 and above

GLOSSARY

Access Service Request (ASR)	A request to the RBOC to order new access service, or request a change to existing service, which provides access to the local exchange company's network under terms specified in the local exchange company's special or switched access tariffs.
RBOC 272 Affiliates Aggregate	RBOC Affiliate(s) authorized to provide long distance service as a result of the Section 271 approval process.
RBOC Affiliates Aggregate	RBOC Telecommunications and all RBOC Affiliates (including the 272 Affiliate). Post sunset, comparable line of business (e.g., 272 line of business) will be included in this category.
Business Days	Monday thru Friday (8AM to 5PM) excluding holidays
CPE	Customer Provided or Premises Equipment
Customer Not Ready (CNR)	A verifiable situation beyond the normal control of the RBOC that prevents the RBOC from completing an order, including the following: CLEC or IXC is not ready to receive service; end user is not ready to receive service; connecting company or CPE supplier is not ready.
Firm Order Confirmation (FOC)	The notice returned from the RBOC, in response to an Access Service Request from a CLEC, IXC or affiliate, that confirms receipt of the request and creation of a service order with an assigned due date.
Unsolicited FOC	An Unsolicited FOC is a supplemental FOC issued by the RBOC to change the due date or for other reasons, e.g., request for a second copy from the CLEC/IXC, although no change to the ASR was requested by the CLEC or IXC.
Project or ICB	Service requests that exceed the line size and/or level of complexity that would allow the use of standard ordering and provisioning interval and processes. Service requests requiring special handling.
Repeat Trouble	Trouble that reoccurs on the same telephone number/circuit ID within 30 calendar days
Service Orders	Refers to all orders for new or additional lines/circuits. For change order types, additional lines/circuits consist of all C order types with "I" and "T" action coded line/circuit USOCs that represent new or additional lines/circuits, including conversions for RBOC to Carrier and Carrier to Carrier.

Conditions
ATTACHMENT B

Building List

Metro Area	CLLI	Address	City	State	Zip Code
Atlanta	ALPRGAVP	5965 CABOT PKWY	ALPHARETTA	GA	30005
Atlanta	ATLNGABI	2751 BUFORD HWY NE	ATLANTA	GA	30324
Atlanta	CHMBGAJG	2013 FLIGHTWAY DR	CHAMBLEE	GA	30341
Atlanta	NRCRGAER	6675 JONES MILL CT	NORCROSS	GA	30092
Atlanta	NRCRGAIJ	4725 PEACHTREE CORNERS CIR	NORCROSS	GA	30092
Atlanta	NRCRGANX	3795 DATA DR NW	NORCROSS	GA	30092
Atlanta	NRCRGARC	335 RESEARCH CT	NORCROSS	GA	30092
Birmingham	BRHMALKU	101 LEAF LAKE PKWY	BIRMINGHAM	AL	35211
Charlotte	CHRMNCXI	2605 WATER RIDGE PKWY	CHARLOTTE	NC	28217
Chattanooga	CHTGTNAC	537 MARKET ST	CHATTANOOGA	TN	37402
Jacksonville	JCVNFLHK	10201 CENTURION PKWY N	JACKSONVILLE	FL	32256
Knoxville	KNVLTNHB	8057 RAY MEARS BLVD	KNOXVILLE	TN	37919
Knoxville	KNVNTN82	2160 LAKESIDE CENTER WAY	KNOXVILLE	TN	37922
Miami	BCRTFLAU	851 NW BROKEN SOUND PKWY	BOCA RATON	FL	33487
Miami	BCRTFLCM	501 E CAMINO REAL	BOCA RATON	FL	33432
Miami	DLBHFLDU	360 N CONGRESS AVE	DELRAY BEACH	FL	33445
Miami	JPTRFLAC	100 MARQUETTE DR	JUPITER	FL	33458
Miami	JPTRFLBC	1001 N USHWY 1	JUPITER	FL	33477
Miami	PLNBFLAZ	1601 SW 80TH TER	PLANTATION	FL	33324
Miami	PLNBFLCQ	1800 NW 69TH AVE	PLANTATION	FL	33313
Miami	SUNRFLCF	720 INTERNATIONAL PKWY	SUNRISE	FL	33325
Nashville	BRWDTNEV	210 WESTWOOD PL	BRENTWOOD	TN	37027
Nashville	NSVLTNIH	1215 21ST AVE S	NASHVILLE	TN	37212
Nashville	NSVLTNWL	28 OPRYLAND DR	NASHVILLE	TN	37204
Nashville	NSVNTNFO	252 OPRY MILLS DR	NASHVILLE	TN	37214
Nashville	NSVPTNIJ	332 OPRY MILLS DR	NASHVILLE	TN	37214
Nashville	NSVPTN98	427 OPRY MILLS DR	NASHVILLE	TN	37214
Nashville	NSVPTNJX	540 OPRY MILLS DR	NASHVILLE	TN	37214
Miami	LDHLFLAC	4300 N UNIVERSITY DR	LAUDERHILL	FL	33351
Miami	SUNRFLBD	440 SAWGRASS CORP. PARKWAY	SUNRISE	FL	33325
Orlando	ORLFFLYL	8350 PARKLINE BLVD	ORLANDO	FL	32809

EXHIBIT E

Attachment 3A

Network Interconnection - CMRS

TABLE OF CONTENTS

NETWORK INTERCONNECTION - CMRS

1 **CMRS Definitions: (For the purpose of this CMRS Attachment)**

1.1 **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 10 percent.

1.2 **Commission** is defined as the appropriate regulatory agency in each state of AT&T's nine state region: Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

1.3 **CMRS Local Traffic** is defined for purposes of reciprocal compensation under this Agreement as: (1) any telephone call that originates on the network of Carrier within a Major Trading Area (MTA) and terminates on the network of AT&T in the same MTA and within the Local Access and Transport Area ("LATA") in which the call is handed off from Carrier to AT&T, and (2) any telephone call that originates on the network of AT&T that is handed off directly to Carrier in AT&T's service territory and in the same LATA in which the call originates, and terminates on the network of Carrier in the MTA in which the call is handed off from AT&T to Carrier. For purposes of this Agreement, LATA shall have the same definition as that contained in the Telecommunications Act of 1996, and MTA shall have the same definition as that contained in the FCC's rules. Traffic delivered to or received from an interexchange carrier is not Local Traffic.

1.4 **CMRS Local Interconnection** is defined as the delivery of Local Traffic to be terminated on each Party's local network so that end users of either Party have the ability to reach end users of the other Party without the use of any access code or substantial delay in the processing of the call.

1.5 **CMRS Non-Local Traffic** is defined as all traffic that is not Local Traffic or access services.

1.6 **Point of Interconnection (POI)** is defined as the physical geographic location(s), within AT&T's service area within a LATA, at which the Parties terminate interconnection facilities for the origination and/or termination of traffic. This point establishes the technical interface, the test point(s), and the point(s) for operational division of responsibility between AT&T's network and Carrier's network.

1.7 **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.).

1.8 **Third Party Carrier** is any telecommunications carrier other than Carrier or AT&T.

1.9 **Transit Traffic** is traffic originating on Carrier's network that is switched and/or transported by AT&T and delivered to a Third Party Carrier's network, or traffic originating on a Third Party Carrier's network that is switched and/or transported by AT&T and delivered to Carrier's network.

1.10 **Type 1 Interconnection** is a trunk side connection between a AT&T end office and a Carrier's POI and provides the capability to access all AT&T end offices within the LATA. Type 1 Interconnection is technically defined in Telcordia Technical Reference GR-145-CORE, Issue 2 May 1998, as it may be amended or replaced from time to time.

1.11 **Type 2A Interconnection** are one-way or two-way connections that provide a trunk side connection between a AT&T tandem switch and a Carrier's POI and provides access to all AT&T end offices and Third Party Carriers subtending the AT&T tandem. Type 2A Interconnection is technically defined in Telcordia Technical Reference GR-145-CORE, Issue 2 May 1998, as it may be amended or replaced from time to time).

1.12 **Type 2B Interconnection** are one-way or two-way connections that provide a high usage route between a AT&T end office and a Carrier's POI and provides access to all AT&T NXX codes homed in that specific end office and is provided in conjunction with Type 2A Interconnection. Type 2B Interconnection is technically defined in Telcordia Technical Reference GR-145-CORE, Issue 2 May 1998, as it may be amended or replaced from time to time.

2. **CMRS Methods of Network Interconnection**

2.1 By mutual agreement of the Parties, trunk group arrangements between Carrier and AT&T shall be established in accordance with subsections below. Each Party will use commercially reasonable efforts to construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency.

2.1.1 Carrier will provide to AT&T the appropriate Operating Company Number (OCN) for each state as assigned by NECA and the Interexchange Access Customer (aka Access Customer Name and Abbreviation (ACNA)) as assigned by Telcordia.

2.1.2 Company Identifiers.

a. OCN and ACNA. Carrier shall provide AT&T with documentation identifying the OCN and ACNA assigned to be in the legal name as reflected in the preamble of this Agreement. The ACNA will be used to order services pursuant to this Agreement and will not be shared by Carrier with another entity.

b. If Carrier needs to change, add to, eliminate or convert its OCN(s), ACNAs and other identifying codes (collectively "Company Identifiers") under which it operates when Carrier has already been conducting business utilizing those Company Identifiers, Carrier 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 all of Carriers records and any other changes to AT&T systems and will be handled in a separately negotiated agreement or as otherwise required by AT&T.

2.2 The following methods of network interconnection are available for the provisioning of CMRS Interconnection Service. Such CMRS Interconnections Service and associated methods of network interconnection are available only within AT&T's franchised service territory.

2.3 There are three methods of interconnecting facilities: (1) interconnection via facilities owned, provisioned and/or provided by either Party to the other Party; (2) physical collocation; and (3) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations. Type 1, Type 2A and Type 2B interconnection arrangements shall be purchased from AT&T's General Subscriber Services Tariff, Section A35, or, in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended. Rates, terms and conditions for both virtual and physical collocation may be provided in a separate collocation agreement or tariff.

2.4 The Parties will accept and provide any of the preceding methods of interconnection. Reciprocal connectivity shall be established to at least one AT&T tandem within every LATA Carrier desires to serve, or Carrier may elect to interconnect directly at an end office for interconnection to AT&T end users served by that end office. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 (SS7) connectivity is required at each interconnection point after Carrier implements SS7 capability within its own network. AT&T will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the AT&T Guidelines to Technical Publication, TR-TSV-000905. The Parties' facilities shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party number ID when technically feasible. In the event a Party interconnects via the purchase of facilities and/or services from the other Party, the appropriate intrastate tariff, as amended from time to time, will apply. In the event that such facilities are used for two-way interconnection, the appropriate recurring charges for such facilities will be shared by the Parties based upon percentages of traffic on such facilities.

2.5 Nothing herein shall prevent Carrier from utilizing existing collocation facilities for local interconnection; provided, however, that if Carrier orders new facilities for interconnection or rearranges any facilities presently used for its alternate access business in order to use such facilities for local interconnection hereunder and a AT&T charge is applicable thereto, AT&T shall only charge Carrier the lower of the interstate or intrastate tariffed rate or promotional rate.

2.6 When the Parties provide an access service connection between an Interexchange Carrier (IXC) and each other, each Party will provide its own access services to the IXC. If access charges are billed, each Party will bill its own access service rates to the IXC.

2.7 The ordering and provision of all services purchased from AT&T by Carrier shall be as set forth in the AT&T Wireless Customer Guide as that guide is amended by AT&T from time to time during the term of this Agreement. This guide may be found, as of the effective date of this agreement, at AT&T's Interconnection Web site: http://www.interconnection.bellsouth.com/

3 **CMRS Interconnection Trunk Group Options**

3.1 **One-Way Trunk Group Arrangement**

If Carrier elects to utilize a one-way trunking arrangement, the following will apply:

3.1.1 AT&T will provide and bear the cost of a one-way trunk group to provide for the delivery of Local Traffic from AT&T to Carrier's POI within AT&T's service territory and within the LATA, and Carrier will provide and bear the cost of trunk group's for the delivery of Carrier's originated Local Traffic and for the receipt and delivery of Transit Traffic to each AT&T tandem and end office at which the Parties interconnect.

3.2 **Two-Way Trunk Group Arrangement**

If the Parties mutually agree upon a two-way trunking arrangement, the following will apply:

3.2.1 AT&T and Carrier will share the cost of the two-way trunk group carrying both Parties' traffic proportionally when purchased via the General Subscriber Services Tariff, Section A35, or, in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended from time to time. AT&T will bear the cost of the two-way trunk group for the portion of the facility utilized for the delivery of AT&T originated Local Traffic to Carrier's POI within AT&T's service territory and within the LATA (calculated based on the number of minutes of traffic identified as AT&T's divided by the total minutes of use on the facility), and Carrier will provide and bear the cost of the two-way trunk group for all other traffic, including Transit Traffic.

3.3 If the Parties cannot agree upon a trunk group arrangement, AT&T will provide and bear the cost of a one-way trunk group to provide for the delivery of Local Traffic from AT&T to Carrier's POI within AT&T's service territory and within the LATA. Carrier will provide and bear the cost of one-way or two-way trunk group(s) for the delivery of all Carrier's originated traffic, and also the delivery and receipt of Transit Traffic.

4. **CMRS Compensation and Billing**

4.1 **Local Traffic Compensation**

4.1.1 Each Party will pay the other for terminating its Local Traffic on the other's network at the Local Interconnection rates as set forth in Attachment B1.1. These rates are reciprocal for mobile-to-land and land-to-mobile calls.

4.1.2 **Local Traffic Measurement**

4.1.2.1 If Carrier has recording capability, but recording limitations prohibit Carrier's ability to determine the amount of AT&T originated Local Traffic terminated to Carrier over two-way multi-use facilities, then upon Carrier's written request to the Invoice Payment Center (IPC), AT&T will provide to Carrier on a quarterly basis the percent of total terminating traffic to Carrier that was originated by AT&T. Such percent will be used by Carrier to bill AT&T for the AT&T Local Traffic for the following quarter. All AT&T originated traffic terminated to Carrier will be billed to AT&T as Local Traffic.

4.1.2.2 If Carrier has no recording capability and cannot determine the amount of AT&T originated traffic terminated to Carrier, a mutually agreed upon methodology for reciprocal billing percentages for Local Traffic will be used.

4.1.2.3 AT&T shall utilize actual traffic measurements as defined below, if available, to classify and bill Carrier for Carrier's originated Local Traffic terminating to AT&T. If AT&T is unable to measure actual traffic, AT&T shall apply the default percentage for local traffic to classify and bill traffic in accordance with this Section.

4.1.2.4 The Parties' traffic on AT&T's interLATA Extended Area Service (EAS) routes shall be considered Local Traffic and compensation for the termination of such traffic shall be pursuant to the terms of this Section. EAS routes are those exchanges within a Basic Local Calling Area, as defined in Section A3 of AT&T's General Subscriber Services Tariff.

4.2 **Compensation For Facilities**

4.2.1 Where one-way trunking is used, each Party will be solely responsible for the recurring and non-recurring cost of its facility up to the POI.

4.2.2 Where the Parties elect to utilize one-way trunking, Carrier will bear the cost for two-way interconnection facilities utilized for the delivery and receipt of Transit Traffic.

4.2.3 Where two-way trunking is mutually agreed upon, the Parties agree to share proportionately in the recurring costs of two-way interconnection facilities purchased via the General Subscriber Services Tariff, Section A35, or, in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended from time to time.

4.2.4 To determine the amount of compensation due to Carrier for interconnection facilities with two-way trunking for the transport of Local Traffic originating on AT&T's network and terminating on Carrier's network, Carrier will utilize the prior month's undisputed Local Traffic usage billed by AT&T and Carrier to develop the percent of AT&T originated Local Traffic.

4.2.5 AT&T will bill Carrier for the entire cost of the facility. Carrier will then apply the AT&T originated percent against the Local Traffic portion of the two-way interconnection facility charges billed by AT&T to Carrier. Carrier will invoice AT&T on a monthly basis the proportionate cost for the facilities utilized by AT&T.

4.2.6 Carrier will bear the cost for two-way interconnection facilities utilized for the delivery and receipt of Transit Traffic.

4.3 **Billing Charges**

4.3.1 The charges for Local Interconnection shall be billed monthly and payment for services provided is due on or before the next bill date.

4.3.2 Charges for terminating traffic will be based upon the actual conversation minutes of use (MOUs) measured from receipt of answer supervision to receipt of disconnect supervision, with such time accumulated at the end of the billing period and rounded up to the next whole minute.

4.4 **Billing Disputes**

4.4.1 Billing disputes shall be handled pursuant to the terms of this Section.

4.4.2 Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. Notification of disputed charges must be provided within one (1) year from the time the charge was billed; previously undisputed charges more than one (1) year old shall not be disputed by either Party. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If the Parties are unable within the sixty (60) day period to reach resolution, then the aggrieved Parties may pursue dispute resolution in accordance with the terms of this Agreement.

4.4.3 For purposes of this Section, a billing dispute means a dispute of a specific amount of money actually billed by either Party. The dispute must be clearly explained by the disputing Party and supported by written documentation, which clearly shows the basis for disputing charges. A billing dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a billing dispute include the refusal to pay other amounts owed by the billed Party until the dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes

of this Section. Once the billing dispute is resolved, the disputing Party will make immediate payment of any of the disputed amount owed to the billing Party or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party pursuant to the billing dispute will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.

4.4.4 If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds that are not immediately available to the other Party, then a late payment charge shall be assessed. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

4.4.5 **Late Payment Charges**

4.4.6 Late payment charges shall be the lower of 1.5% per month or such other percent as specified by an appropriate state regulatory agency or required by law. For bills rendered by either Party for payment, the late payment charge for both Parties shall be applied any portion of the payment not received by the billing Party on or before the payment due date.

4.5 **Unbilled Charges**

4.5.1 All charges under this Agreement shall be billed within one (1) year from the time the charge was incurred; previously unbilled charges more than one (1) year old shall not be billed by either Party.

5 **CMRS Non-Local Traffic Interconnection and Compensation**

5.1 For terminating its Non-Local Traffic on the other Party's network, Carrier will pay either the access charges described in paragraph (B) hereunder or the transit charges described in paragraph (D) hereunder, as appropriate.

5.2 For terminating its intrastate or interstate interMTA Non-Local Traffic, Carrier shall pay intrastate or interstate, as appropriate, switched network access service rate elements on a per minute of use basis, which are set out in AT&T's intrastate Access Services Tariff or AT&T's F.C.C. No. 1 Tariff as those tariffs may be amended from time to time during the term of this Agreement.

5.3 AT&T supports the industry standard for the population of the Jurisdictional Information Parameter (JIP) in the call record for all Carrier originated intraMTA and interMTA traffic as set forth in ATIS' Network Interconnection Interoperability Forum reference document ATIS-0300011. For all traffic measurements AT&T will use JIP as the preferred method of call classification impacting usage billing to Carrier. If Carrier fails to populate JIP in accordance with the industry standard, originating NPA/NXX (calling party) will be used to classify interMTA-Interstate and interMTA-Intrastate for usage billing to Carrier.

5.4 If Non-Local Traffic originated by Carrier is delivered by AT&T for termination to the network of a Third Party Carrier, then AT&T will bill Carrier and Carrier shall pay a $.002 per minute transit charge for such

Transit Traffic (Transit Charge) from the effective date of this Agreement through June 29, 2010 increasing to $.003 on June 30, 2010 in addition to any charges that AT&T may be obligated to pay to the Third Party Carrier (Third Party Termination Charges). Third Party Termination Charges may change during the term of this Agreement, and the appropriate rate shall be the rate in effect when the traffic is terminated. AT&T shall not deliver Transit Traffic to Carrier for termination to a Third Party Carrier and, therefore, Carrier shall not bill AT&T any transit charges. Transit Traffic transiting AT&T's network to Carrier is not Local Traffic and Carrier shall not bill AT&T for Transit Traffic transiting AT&T's network. In addition, Traffic received by AT&T from an interexchange carrier for delivery to Carrier is not Local Traffic and Carrier shall not bill AT&T for such traffic. Except for Type 1 originated Transit Traffic, Carrier shall deliver its originated Transit Traffic to a AT&T tandem and not to a AT&T end office.

5.5 Where technically possible, AT&T shall periodically measure actual traffic measurements and shall apply such measurements to classify and bill traffic in each of the categories shown in subsection 5.6 below. AT&T may conduct periodic reviews of Carriers' actual traffic measurements and shall subsequently update the percentages for the aforementioned categories accordingly.

5.6 For Carriers that have not exchanged traffic with AT&T under a previous CMRS interconnection agreement or for traffic categories that are not technically feasible to measure, the associated default traffic classification percentage's set forth in this subsection will be used until such time actual traffic pattern's have been measured:

Carrier originated traffic to AT&T
- Local Traffic - 60%
- Non-Local InterMTA InterState Traffic- 3%
- Non-Local InterMTA IntraState Traffic- 3%
- Non-Local Transit Only Traffic- 27.2%
- Non-Local Transit Plus Third Party Termination Traffic – 6.8%

AT&T originated traffic to Carrier Local Traffic - 100%

5.7 For Carriers that have elected to exchange traffic with AT&T on Type 1 facilities only, the Parties may agree upon a surrogate method of classifying and billing such traffic, taking into consideration territory served (e.g., MTA boundaries, LATA boundaries and state boundaries) and traffic routing of the Parties, and such method shall replace the default percentages set forth above.

6 CMRS Access to 911/E911 Emergency Network

6.1 AT&T and Carrier recognize that 911 and E911 services were designed and implemented primarily as methods of providing emergency services to fixed location subscribers. While AT&T and Carrier recognize the need to

provide "911-like" service to mobile subscribers, both Parties recognize that current technological restrictions prevent an exact duplication of the services provided to fixed location customers. AT&T will route "911-like" calls received from Carrier to the emergency agency designated by Carrier for such calls. Carrier will provide the information necessary to AT&T so that each call may be properly routed and contain as much pertinent information as is technically feasible.

6.2 AT&T and Carrier recognize that the technology and regulatory requirements for the provision of "911-like" service by CMRS carriers are evolving and agree to modify or supplement the foregoing in order to incorporate industry accepted or regulatory mandated technical improvements to comply with applicable regulatory requirements.

7. **CMRS Access to Signaling and Signaling Databases**

7.1 SS7 Connectivity Provided by AT&T. AT&T will offer to Carrier use of its signaling network and signaling databases at AT&T's published tariffed rates. Signaling functionality will be available with both A-link and B-link connectivity.

7.2 Where interconnection is provided by AT&T via B-link connections, charges for the SS7 interconnection elements are as follows: 1) Port Charge - AT&T shall not bill an STP port charge nor shall AT&T pay a port charge; 2) SS7 Network Usage - AT&T shall bill its tariffed usage charge and shall pay usage billed by the Carrier at rates not to exceed those charged by AT&T; 3) SS7 Link - AT&T will bill its tariffed charges for only two links of each quad ordered. Application of these charges in this manner is designed to reflect the reciprocal use of the Parties' signaling networks. Where interconnection is via A-link connections, charges for the SS7 interconnection elements are as follows: 1) Port Charge - AT&T shall bill its tariffed STP port charge but shall not pay a termination charge at the Carrier's end office; 2) SS7 Network Usage - AT&T shall bill its tariffed usage charge but shall not pay for any usage; 3) SS7 Link - AT&T shall bill its tariffed charges for each link in the A-link pair but shall not pay the Carrier for any portion of those links.

7.3 SS7 Connectivity Through a Third Party Provider. A Carrier may obtain SS7 signaling from a Third-Party Provider of SS7 Signaling, for connecting to AT&T's SS7 systems. Such connections shall meet generally accepted industry technical standards (i.e., Telcordia's GR-246 CORE, Specifications of Signaling System Number 7). In such instances, each Party is responsible for its own SS7 signaling therefore, neither Party will bill the other charges associated with SS7 signaling messages, connections and terminations.

8. **CMRS Network Design and Management**

8.1 The Parties will work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. AT&T will provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

8.2 The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.

8.3 The Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls to alleviate or prevent network congestion.

8.4 Network Congestion - When AT&T notifies carrier that capacity issues at any AT&T tandem, including but not limited to port capacity and processing capacity, require Carrier to add interconnection facilities to additional AT&T tandems or to AT&T end offices, the Parties agree to joint planning sessions through which the Parties will develop mutually acceptable plan(s) to alleviate such tandem capacity problems. Such mutually agreed to plans may include AT&T providing the necessary transport facilities past the tandem for Carrier to provide Type 2B interconnection and waving the charges for such facilities from the tandem to the end office provided however that Carrier agrees to compensate AT&T for the necessary interconnections facilities to the POI.

8.5 Tandem Traffic Volume – Where multiple AT&T tandems exist within a LATA, and where either Party has the capability to measure the amount of traffic between Carrier's switch and an interconnected AT&T tandem, then in the event that the amount of traffic delivered to end offices that sub-tend another specific AT&T tandem in the same LATA exceeds two DS1's (624,000 minutes of use) level of traffic per month for two consecutive month's, then Carrier shall install and retain interconnection trunks to such tandem, in addition to the existing AT&T tandem interconnection(s).

8.6 End Office Traffic Volume – Where either Party has the capability to measure the amount of traffic between Carrier's switch and a specific AT&T end office, in the event that the amount of traffic Carrier delivers to that end office exceeds one DS3's (6 million minutes of use) level of traffic per month for two consecutive months, then Carrier shall install and retain Type 2B interconnection trunks to such end office.

8.7 Interconnection reconfigurations will have to be considered individually as to the application of a charge. Notwithstanding the foregoing, the Parties do intend to charge non-recurring fees for any additions to, or added capacity to, any facility or trunk purchased. Parties who initiate SS7 STP changes may be charged authorized non-recurring fees from the appropriate tariffs.

8.8 The Parties will provide Common Channel Signaling (CCS) information to one another, where available and technically feasible, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored, and the Parties agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks.

8.9 For network expansion, the Parties will review engineering requirements on a periodic basis and establish forecasts for trunk utilization as required by this Agreement. New trunk groups will be implemented as stated by engineering requirements for both Parties.

8.10 The Parties will provide each other with the proper call information, including all proper translations for routing between networks and any information necessary for billing where AT&T provides recording capabilities. This exchange of information is required to enable each Party to bill properly.

9. **CMRS Auditing Procedures**

9.1 Upon thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the Parties. The Parties will retain billing information for a minimum of nine months from which the actual percentages of use, as described above, can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The applicable percentages shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit.

10. **CMRS Meet Point Billing Option**

10.1 Meet Point Billing (MPB), as supported by Multiple Exchange Carrier Access Billing (MECAB) guidelines, shall mean the exchange of billing data relating to jointly provided switched access calls and Transit Traffic at the tandem level but shall only apply to the following Third Party Carriers – 1) Interexchange Carriers (IXC), 2) Rural Incumbent Local Exchange Carriers (R-ILEC, ICO, or ITC), 3) Competitive Local Exchange Carriers (CLEC), or 4) Commercial Mobile Radio Services (CMRS) Providers uniquely identified in the Electronic Message Interface (EMI) 1101 call records in either the Carrier Identification Code (CIC) or

Operating Company Number (OCN) fields which are, respectively, fields 45 thru 49 and 167 thru 170 of the EMI record.

10.2 For purposes of MPB, any reference to Third Party Carriers shall include only those entities set forth in the preceding paragraph. MECAB refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Telcordia as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of Switched Access Traffic and Transit Traffic at the tandem level provided by two or more telecommunications carriers. Subject to Carrier providing all necessary information, AT&T agrees to participate in MPB for Switched Access Traffic (as described in AT&T's Tariffs) and Transit Traffic when both the originating and terminating parties participate in MPB with AT&T. AT&T shall pass Electronic Message Interface (EMI) 1101 call records to Carrier at no charge. Depending on the delivery medium selected by Carrier, appropriate charges for that delivery medium will be applied. Notwithstanding the foregoing, for purposes of MPB, where either or both of the originating or terminating carrier of Transit Traffic does not have MPB capability or refuses to participate in MPB with respect to such Transit Traffic, Section 5 will apply and this Section shall not apply to Carrier with respect to such Third Party Carrier. In such event, Carrier shall be responsible for all costs and charges incurred by AT&T under this Section.

10.3 Information required from carriers participating in MPB with AT&T includes, but is not limited to:

(i) Regional Accounting Office code (RAO)
(ii) Operating Company Number (OCN) per state for each entity to be billed. If an OCN is not available for each billed entity, AT&T will only render a bill to Carrier.
(iii) a unique Access Carrier Name Abbreviation (ACNA)
(iv) Percent Interstate Usage
(v) Percent Local Usage
(vi) 800 Service Percent Interstate Usage or default of 50%
(vii) Billing Interconnection Percentage
(viii) Screening Telephone Number (STN) for each interconnection trunk group from Carrier's dedicated NXX that sub-tends a BST Tandem in the interconnected LATA and is within the same Numbering Plan Area (NPA) as the exchange where the Carriers AT&T CMRS Type 2A trunk interconnection exists.

10.4 A default Billing Interconnection Percentage (BIP) of **0% AT&T** and **100% Carrier** will be used if Carrier does not file with NECA to establish a BIP other than default. Carrier must support MPB for all Switched Access Traffic and Transit Traffic, at the tandem level, in

accordance with Mechanized MECAB guidelines. The Parties acknowledge that the exchange of 1150 records will not be required.

10.5 MPB will be provided for Switched Access Traffic and Transit Traffic at the tandem level only. NPA/NXX codes for MPB must be associated with a point of interconnection (POI) that physically resides within AT&T's franchised service area, has a Common Language Location Identification (CLLI) that sub-tends a AT&T tandem and has a rate center that sub-tends the same AT&T tandem. Parties utilizing MPB must subscribe to tandem level interconnections with AT&T and must deliver all Transit Traffic to AT&T over such tandem level interconnections. Additionally, exchange of records will necessitate both the originating and terminating networks to subscribe to dedicated NXX codes, which can be identified as belonging to the originating and terminating network. NPA/NXX codes are presented in the Local Exchange Routing Guide (LERG) in association with a specific switch CLLI. Under national programming rules associated with Carrier Access Billing Systems (CABS), each CLLI is associated with a single rate center. Additionally, (i) if the Carrier has Type 2A and Non-Type 2A NPA/NXX codes associated with a single CLLI or, (ii) if the Type 2A NPA/NXX code or CLLI home on a non-AT&T SHA "00" tandem or are in a disassociated LATA, then those NPA/NXX codes and CLLI codes will not be included in MPB, and Switched Access Traffic and Transit Traffic associated with those NPA/NXX codes will continue to be billed in accordance with the provisions of Section 5. When converting to MPB, if Carrier has NPA/NXX codes with more than a single rate center terminating to a given CLLI, Carrier must provide AT&T with information stating which AT&T rate center will be associated with NPA/NXX. If Carrier does not provide the rate center, AT&T will determine the AT&T rate center that will be applied to the CLLI. MPB is not available when the tandem at which the Parties have interconnected does not have the capability to measure actual traffic.

10.6 In a MPB environment, when Carrier utilizes services provided by AT&T that are necessary to deliver certain types of calls (e.g. Local Number Portability queries and 800 Data Base queries), Carrier will be billed applicable charges as set forth in AT&T's federal or state access tariffs, as appropriate. In the alternative, Carrier may perform the appropriate database queries prior to delivery of such traffic to AT&T.

10.7 Participation in MPB is outside the reciprocal compensation requirements of this Agreement. Under MPB, Carrier will compensate AT&T at the rate set forth in 16 of this Agreement for Carrier originated Transit Traffic. Meet Point Billing to IXCs for jointly provided switched access traffic will be consistent with the most current MECAB billing guidelines.

10.8 Exchange of records will begin no earlier than ninety days from the later of the date the contract is signed or the date that all necessary information as defined above is provided. Once Carrier sets up MPB arrangements for Transit Traffic, Transit Traffic will be subject to only the per minute

Transit Charge (or such other rate ordered by the state), and Third Party Termination Charges shall not apply. Notwithstanding the foregoing, in the event Carrier utilizes AT&T's network to deliver Transit Traffic to a Third Party Carrier that does not accept traffic from AT&T as Transit Traffic and has not, or will not, agree to MPB arrangements with Carrier for such Transit Traffic, AT&T shall have the right to bill and collect from Carrier any amounts AT&T pays to the Third Party Carrier for termination of Carrier's Transit Traffic. MPB as described assumes Carrier will enter into interconnection or traffic exchange agreements with Third Party Carriers who terminate traffic originated by Carrier. Carrier will be liable to AT&T for any charges, costs and fees AT&T may incur for delivering Carrier's Transit Traffic.

10.9 Notwithstanding anything to the contrary, to the extent Carrier and AT&T are parties to any settlement agreement relating to the exchange of Transit Traffic from Carrier to any independent telephone company, the Parties shall comply with the compensation provisions of such settlement agreement during the term thereof, as well as with any provisions of this Agreement that are not in conflict with such settlement agreement. Upon expiration of any such settlement agreement, the terms of this Section and the compensation payable hereunder shall control.

ATTACHMENT A

Network Managers	Market Name	State	Call Sign

Example of CMRS Wireless Ventures License Subsidiary I, L.L.C.	*Biloxi-Gulfport-Pascagoula, MS*	*MS*	*KNLF123*
Example of CMRS Wireless Ventures License Subsidiary I, L.L.C.	*Fort Walton Beach, FL*	*FL*	*KNLF456*

Note: For Corporate Entities only the name is required.

Attachment 3B

Network Interconnection - CLEC

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NETWORK INTERCONNECTION - CLEC

1 CLEC 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 CLEC 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 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 **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.

2.11 **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.

2.12 **Final Trunk Group** is defined as the last choice trunk group between two (2) switches for which there is no alternate route.

2.13 **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.

2.14 **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.

2.15 **IntraLATA Toll Traffic** is as defined in this Attachment.

2.16 **ISP-Bound Traffic** is as defined in this Attachment.

2.17 **Local Channel** is defined as a switched transport facility between a Party's Interconnection Point and the IP's Serving Wire Center.

2.18 **Local Traffic** is as defined in this Attachment.

2.19 **Public Safety Answering Point (PSAP)** is the answering location for 911 calls.

2.20 **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.

2.21 **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.

2.22 **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.

2.23 **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.

2.24 **Transit Traffic** 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.

3 CLEC Network Interconnection

3.1 This Attachment pertains only to the provision of network interconnection where <<customer_short_name>> owns, leases from a third party or otherwise provides its own switch(es).

3.2 Network interconnection may be provided by the Parties at any technically feasible point within AT&T's network. Requests to AT&T for interconnection at points other than as set forth in this Attachment may be made through the Bona Fide Request/New Business Request (BFR/NBR) Process set forth in Attachment 11.

3.2.1 Each Party is responsible for providing, engineering and maintaining the network on its side of the IP. The IP must be located within AT&T's serving territory in the LATA in which traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. In selecting the IP, both Parties will act in good faith and select the point that is most efficient for both Parties.

3.2.2 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.

3.2.3 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).

3.3 Interconnection via Dedicated Facilities

3.3.1 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 BellSouth's FCC No. 1 Tariff rates.

3.3.2 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 BellSouth's FCC No. 1 Tariff rates.

3.4 Fiber Meet. Notwithstanding Sections 3.2.1, 3.2.2, and 3.2.3 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.

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

3.4.2 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.

3.4.3 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.

3.4.4 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 BellSouth's FCC No. 1 Tariff.

4 CLEC 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 BellSouth's FCC No. 1 Tariff.

4.6 For two-way trunk groups that carry only both Parties' Local Traffic, the Parties shall be compensated at fifty percent (50%) of the nonrecurring and recurring rates for dedicated trunks and DS1 facilities. <<customer_short_name>> shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.

4.7 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.

4.8 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).

4.9 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.

4.10 Interconnection Trunk Groups for Exchange of Local Traffic and Transit Traffic

4.10.1 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 BellSouth's FCC No. 1 Tariff.

4.10.2 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:

4.10.2.1 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.

4.10.2.2 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.

4.10.2.3 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.

4.10.2.4 Supergroup Architecture. In the supergroup architecture, the Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and <<customer_short_name>>'s Transit Traffic are exchanged on a single two-way trunk group between <<customer_short_name>> and AT&T to provide Intratandem Access to <<customer_short_name>>. 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 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 Supergroup. Other 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. The supergroup architecture is illustrated in Exhibit E.

4.10.2.5 Multiple Tandem Access (MTA) Interconnection

4.10.2.5.1 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 4.2.1 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.

4.10.2.5.2 <<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.

4.10.2.5.3 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.

4.10.2.5.4 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.

4.10.3 Local Tandem Interconnection

4.10.3.1 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.

4.10.3.2 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.

4.10.3.3 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).

4.10.3.4 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.

4.10.4 Direct End Office-to-End Office Interconnection

4.10.4.1 Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party's originating Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the terminating Party on a direct end office-to-end office basis.

4.10.4.2 The Parties shall utilize direct end office-to-end office trunk groups under any one (1) of the following conditions:

4.10.4.2.1 Tandem Exhaust. If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between <<customer_short_name>> and AT&T.

4.10.4.2.2 Traffic Volume. To the extent either Party has the capability to measure the amount of traffic between <<customer_short_name>>'s switch and an AT&T End Office and where such traffic exceeds or is forecasted to exceed a single DS1 of traffic per month, then the Parties shall install and retain direct end office trunking sufficient to handle such traffic volumes. Either Party will install additional capacity between such points when overflow traffic exceeds or is forecasted to exceed a single DS1 of traffic per month. In the case of one-way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

4.10.4.2.3 Mutual Agreement. The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above.

4.10.5 Transit Traffic Trunk Group

4.10.5.1 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.

4.10.5.2 Toll Free Traffic

4.10.5.2.1 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.

4.10.5.2.2 <<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.

4.10.5.2.3 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 CLEC Network Design And Management For 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 CLEC Forecasting for Trunk Provisioning

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 CLEC Local Dialing Parity

7.1 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 CLEC Interconnection Compensation

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

8.1.1 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.

8.1.1.1 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.

8.1.2 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.

8.1.3 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.

8.1.4 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.

8.1.5 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 BellSouth'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 7 of this Agreement.

8.1.6 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.

8.1.6.1 For terminating its intraLATA toll traffic on the other Party's network, the originating Party will pay the terminating Party AT&T's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in AT&T's intrastate Access Services Tariffs and/or BellSouth's FCC No. 1 Tariff as filed and in effect with the FCC or 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 AT&T originating switched access tariff rates as set forth in AT&T's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff as filed and in effect with the FCC or appropriate Commission.

8.1.7 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 BellSouth's FCC No. 1 Tariff rates.

8.2 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 BellSouth'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.

8.3 Jurisdictional Reporting

8.3.1 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.

8.3.2 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.

8.3.3 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 BellSouth'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 AT&T'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.

8.3.4 Notwithstanding the provisions in Sections 8.3.1, 8.3.2, and 8.3.3 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.

8.3.5 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.

8.4 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 BellSouth'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 BellSouth's FCC No. 1 Tariff. <<customer_short_name>> will be responsible for any applicable Common Channel Signaling (SS7) charges.

8.4.1 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.

8.4.2 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.

8.5 Mutual Provision of Switched Access Service

8.5.1 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.

8.5.2 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.

8.5.3 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 BellSouth's FCC No. 1 Tariff, as appropriate.

8.5.4 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.

8.5.4.1 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.

8.5.5 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.

8.5.6 <<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.

8.6 Transit Traffic

8.6.1 AT&T shall provide tandem switching and transport services for <<customer_short_name>>'s 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 BellSouth'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.

8.6.2 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.

8.7 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.

8.7.1 <<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.

8.8 <<customer_short_name>> shall send all IntraLATA toll traffic to be terminated by an independent telephone company to the End User's IntraLATA toll provider and shall not send such traffic to AT&T as Transit Traffic. IntraLATA toll traffic shall be any traffic that originates outside of the terminating independent telephone company's local calling area.

9 CLEC Ordering Charges

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

9.2 The rates, terms and conditions associated with submission and processing of ASRs are as set forth in BellSouth's FCC No. 1 Tariff, Section 5.

10 CLEC Basic 911 and E911 Interconnection

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

10.2 Basic 911 Interconnection. AT&T will provide to <<customer_short_name>> a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten (10) digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. <<customer_short_name>> will be required to arrange to accept 911 calls

from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate ten (10) digit directory number as stated on the list provided by AT&T. <<customer_short_name>> will be required to route that call to the appropriate PSAP. When a municipality converts to E911 service, <<customer_short_name>> will be required to begin using E911 procedures.

10.3 E911 Interconnection. <<customer_short_name>> shall install a minimum of two (2) dedicated trunks originating from its SWC and terminating to the appropriate E911 tandem. The SWC must be in the same LATA as the E911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital (one point five forty-four (1.544) Mb/s) interface (DS1 facility). The configuration shall use CAMA-type signaling with MF pulsing or SS7/ISUP signaling either of which shall deliver ANI with the voice portion of the call. If SS7/ISUP connectivity is used, <<customer_short_name>> shall follow the procedures as set forth in Appendix A of the CLEC Users Guide to E911 for Facility Based Providers that is located on the AT&T Interconnection Web site. If the user interface is digital, MF pulses as well as other AC signals shall be encoded per the u-255 Law convention. <<customer_short_name>> will be required to provide AT&T daily updates to the E911 database. <<customer_short_name>> will be required to forward 911 calls to the appropriate E911 tandem along with ANI based upon the current E911 end office to tandem homing arrangement as provided by AT&T. If the E911 tandem trunks are not available, <<customer_short_name>> will be required to route the call to a designated seven (7) digit or ten (10) digit local number residing in the appropriate PSAP. This call will be transported over AT&T's interoffice network and will not carry the ANI of the calling party. <<customer_short_name>> shall be responsible for providing AT&T with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

10.4 Trunks and facilities for 911 Interconnection may be ordered by <<customer_short_name>> from AT&T pursuant to the terms and conditions set forth in this Attachment.

10.5 The detailed practices and procedures for 911/E911 interconnection are contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers that is located on the AT&T Interconnection Services Web site.

11 CLEC SS7 Network Interconnection

11.1 SS7 Signaling. Both Parties will utilize LEC-to-LEC SS7 Signaling, where available, in conjunction with all traffic in order to enable interoperability of CLASS features and functions except for call return. SS7 signaling parameters will be provided, including but not limited to ANI, originating line information (OLI) calling company category and charge number. Privacy indicators will be honored, and the Parties will exchange Transactional Capabilities Application

Part (TCAP) messages to facilitate SS7 based features between the respective networks. Neither Party shall alter the SS7 parameters, or be a party to altering such parameters, or knowingly pass SS7 parameters that have been altered in order to circumvent appropriate interconnection charges. Nothing herein shall obligate or otherwise require AT&T to send SS7 messages or call-related database queries to <<customer_short_name>>'s or any other third party's call-related database, unless otherwise agreed to by the Parties under a separate agreement.

11.2 Signaling Call Information. AT&T and <<customer_short_name>> will send and receive ten (10) digits for Local Traffic. Additionally, AT&T and <<customer_short_name>> will exchange the proper call information, (i.e., originated call company number and destination call company number, CIC, and OZZ) including all proper translations for routing between networks and any information necessary for billing.

11.3 SS7 Network Interconnection is the interconnection of <<customer_short_name>> LSTP switches or <<customer_short_name>> local or tandem switching systems with AT&T STP switches. This interconnection provides connectivity that enables the exchange of SS7 messages among AT&T switching systems and databases, <<customer_short_name>> local or tandem switching systems, and other third party switching systems directly connected to the AT&T SS7 network.

11.3.1 The connectivity provided by SS7 Network Interconnection shall fully support the functions of AT&T switching systems and databases and <<customer_short_name>> or other third party switching systems with A-link access to the AT&T SS7 network.

11.3.2 If traffic is routed based on dialed or translated digits between a <<customer_short_name>> local switching system and an AT&T or other third party local switching system, either directly or via an AT&T tandem switching system, then it is a requirement that the AT&T SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (i.e., Automatic Callback, Automatic Recall, and Screening List Editing) between the <<customer_short_name>> LSTP switches and AT&T or other third party local switch.

11.3.3 SS7 Network Interconnection shall provide:

11.3.3.1 Signaling Data Link functions, as specified in ANSI T1.111.2;

11.3.3.2 Signaling Link functions, as specified in ANSI T1.111.3; and

11.3.3.3 Signaling Network Management functions, as specified in ANSI T1.111.4.

11.3.4 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as specified in ANSI T1.112. This

includes GTT and SCCP Management procedures as specified in ANSI T1.112.4. Where the destination signaling point is an AT&T switching system or DB, or is another third party local or tandem switching system directly connected to the AT&T SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a <<customer_short_name>> local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of <<customer_short_name>> LSTPs and shall not include SCCP Subsystem Management of the destination.

11.3.5 SS7 Network Interconnection shall provide all functions of the ISUP as specified in ANSI T1.113.

11.3.6 SS7 Network Interconnection shall provide all functions of the TCAP as specified in ANSI T1.114.

11.3.7 If Internetwork MRVT and SRVT become approved ANSI standards and available capabilities of AT&T STPs, SS7 Network Interconnection may provide these functions of the OMAP.

11.4 Interface Requirements. The following SS7 Network Interconnection interface options are available to connect <<customer_short_name>> or <<customer_short_name>>-designated local or tandem switching systems or signaling transfer point switches to the AT&T SS7 network:

11.4.1 A-link interface from <<customer_short_name>> local or tandem switching systems; and

11.4.2 B-link interface from <<customer_short_name>> STPs.

11.4.3 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the central office where the AT&T STP is located. There shall be a DS1 or higher rate transport interface at each of the signaling points of interconnection. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.

11.4.4 AT&T shall provide intraoffice diversity between the Signaling Point of Interconnection and the AT&T STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to an AT&T STP.

11.4.5 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.

11.4.6 AT&T shall set message screening parameters to accept messages from <<customer_short_name>> local or tandem switching systems destined to any

signaling point in the AT&T SS7 network with which the <<customer_short_name>> switching system has a valid signaling relationship.

11.5 Rates. The Parties shall institute a "bill and keep" compensation plan under which neither Party will charge the other Party for ISUP CCS7 signaling messages associated with Local Traffic. The portion of ISUP CCS7 signaling messages utilized for Local Traffic, which is subject to bill and keep in accordance with this section, shall be determined based upon the application of the applicable signaling factors set forth in AT&T's Jurisdictional Factors Reporting Guide. All other CCS7 signaling messages associated with Local Traffic will be billed at the rates set forth in Exhibit A. In addition, CCS7 facility charges, including charges for signaling ports and signaling links, utilized for Local Traffic will be billed at the rates set forth in Exhibit A. CCS7 signaling messages, signaling ports, and signaling links associated with interstate calls and with intrastate non-local calls, shall be billed in accordance with the applicable AT&T intrastate Access Services Tariff and BellSouth's FCC No. 1 Tariff for switched access services.

Exhibit B

Basic Architecture

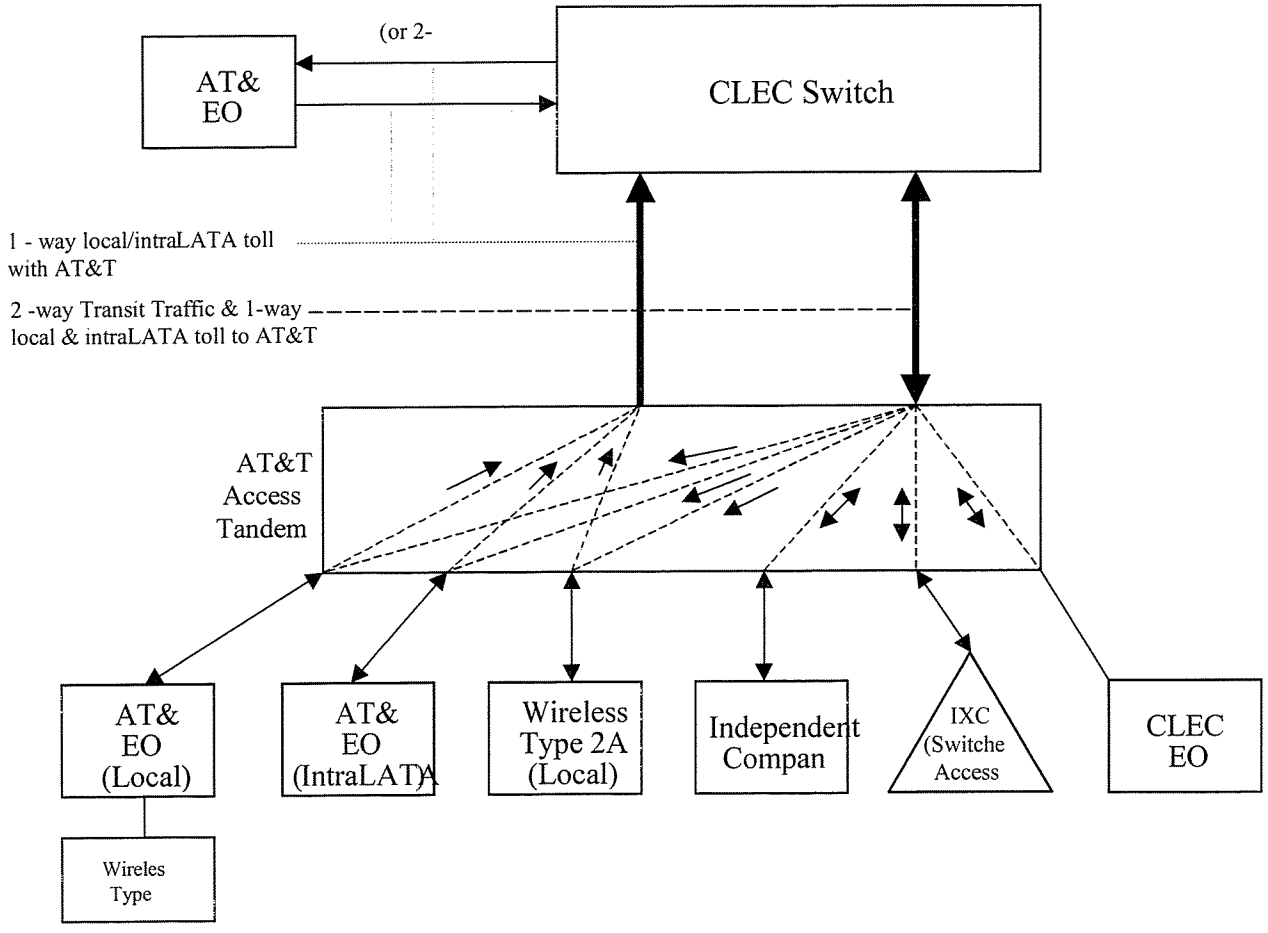


Exhibit C

One-Way Architecture

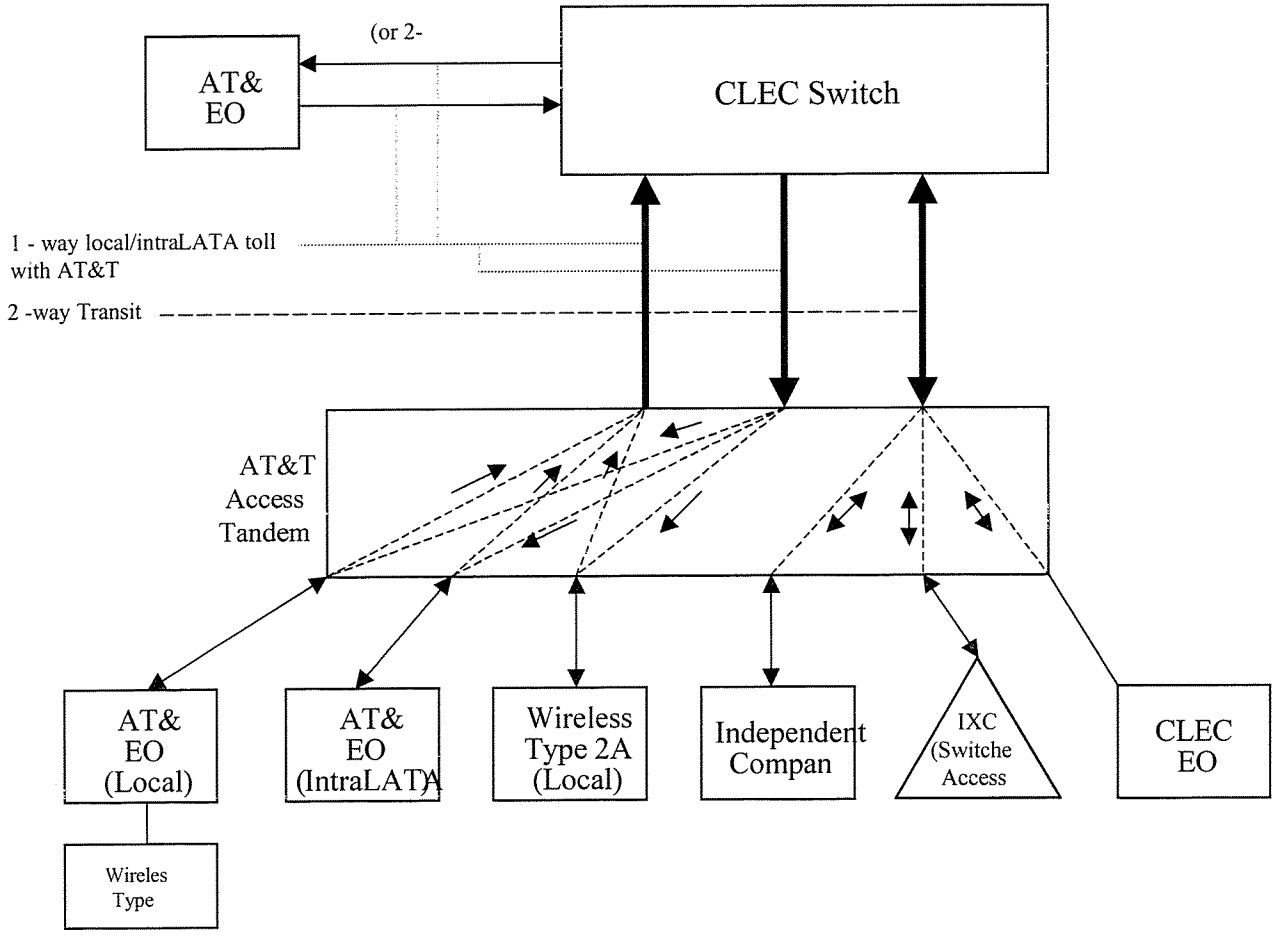


Exhibit D

Two-Way Architecture

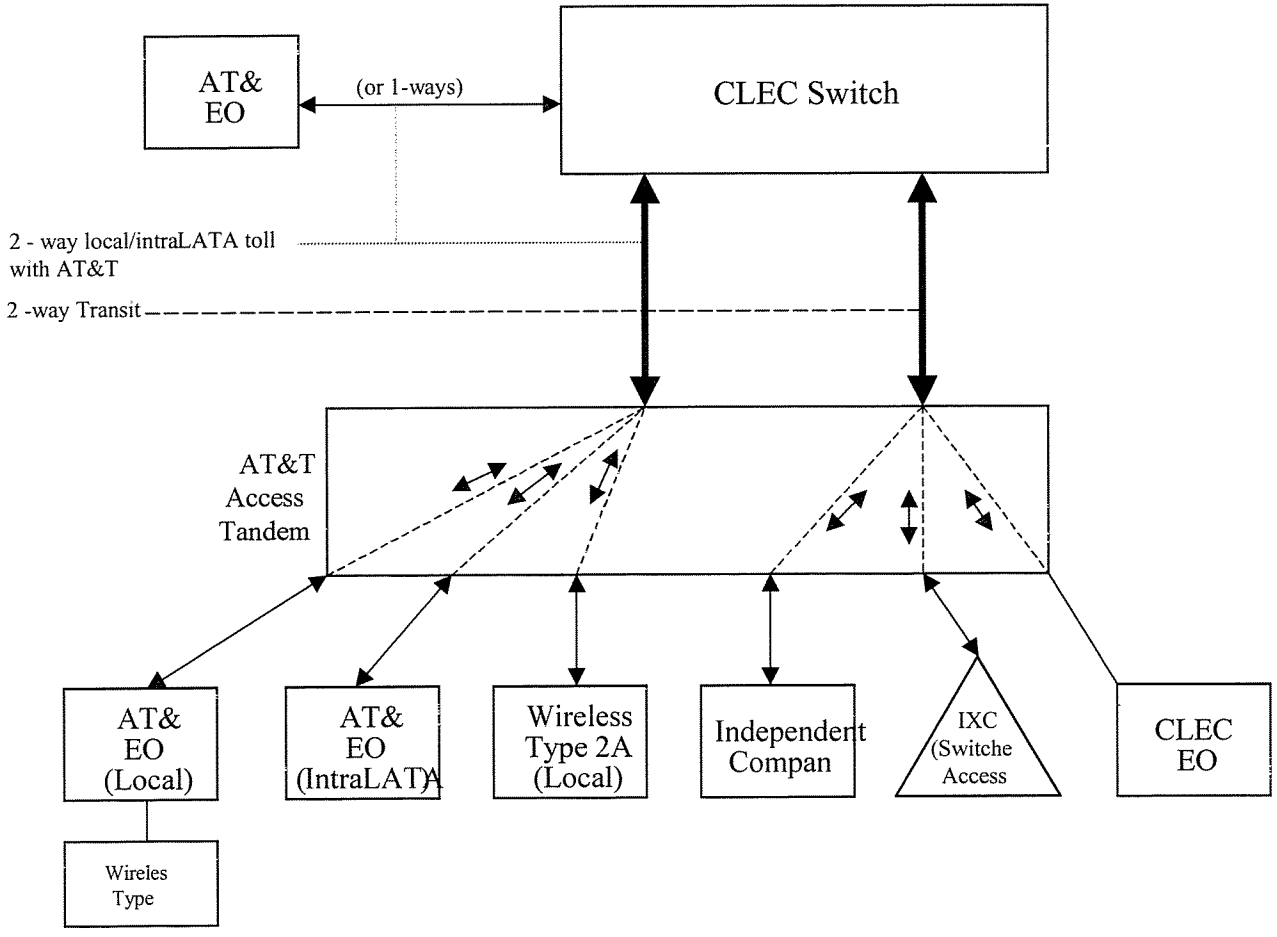
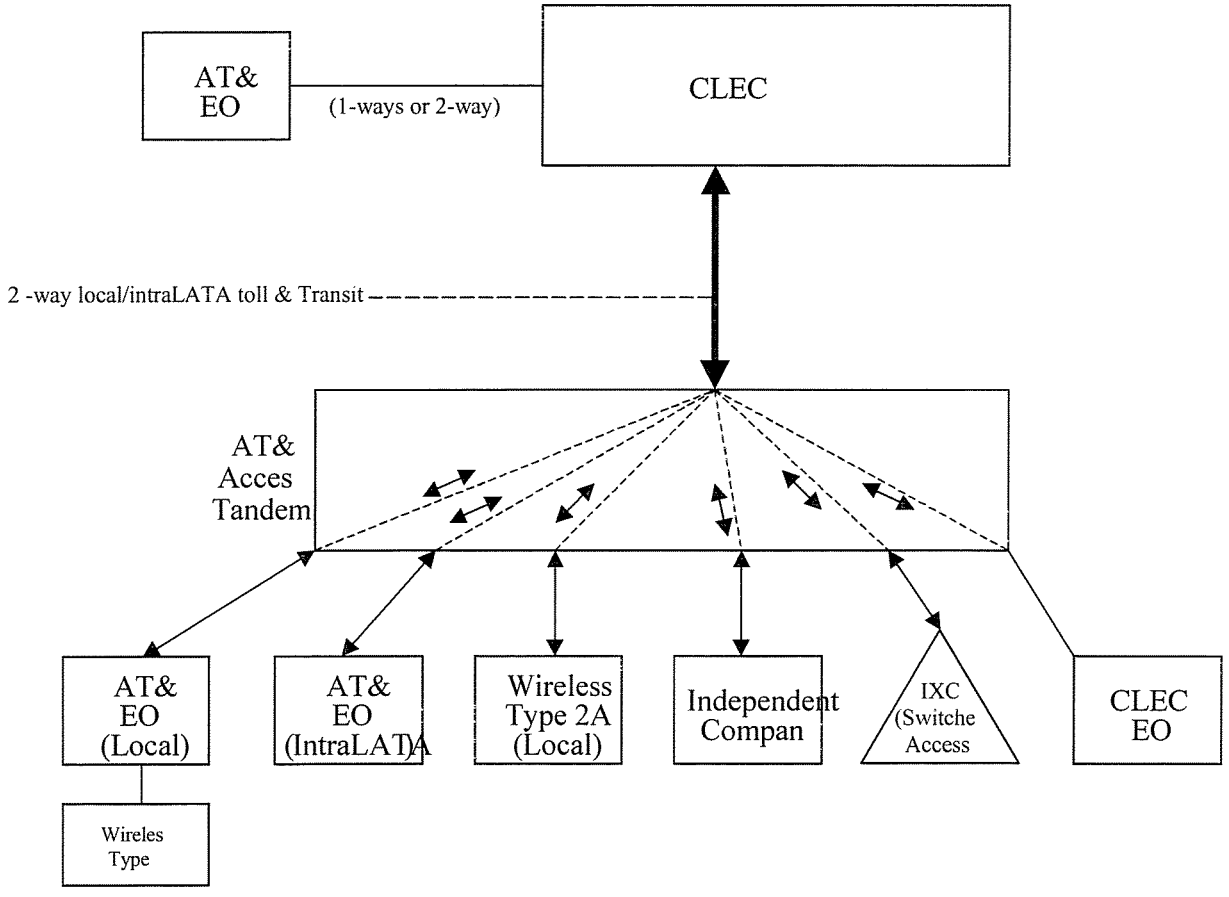


Exhibit E

Supergroup Architecture



CERTIFICATE OF SERVICE KPSC 2007-00180

It is hereby certified that a true and correct copy of the foregoing was served on the following individual by mailing a copy thereof, this 9th day of August, 2007.

Honorable John N. Hughes
Attorney at Law
124 West Todd Street
Frankfort, KY 40601

Mary K. Keyer

Mary K. Keyer