

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

T: 502 582 8219 F: 502 582 1573 mary keyer@att com

RECEIVED

June 16, 2008

JUN 16 2008

PUBLIC SERVICE COMMISSION

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

Re: South Central Telcom LLC, Complainant v. BellSouth

Telecommunications, Inc., Defendant

PSC 2006-00448

Dear Ms. Stumbo:

Enclosed for filing in the above-captioned case are the original and six (6) copies of BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky's Responses to South Central Telcom's Initial Requests for Information, Requests for Admission and Requests for Production of Documents.

Sincerely,

General Counsel/Kentucky

Enclosures

Party of Record

713675

CERTIFICATE OF SERVICE FOR 2006-00448

It is hereby certified that a true and correct copy of the foregoing was served on the following individual by mailing a copy thereof on the 16th day of June, 2008.

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

Mary K. Keyer



AT&T Kentucky
KY PSC Docket No. 2006-00448
South Central Telcom, LLC's First Set of Data Requests
Received Date: June 2, 2008
Item No. 1
Page 1 of 1

REQUEST: Please identify the nature (for example, "local," "long distance," "non-optional EAS," "optional EAS," etc.) of all traffic that BellSouth exchanges with South Central.

RESPONSE: Because South Central Telcom, a competitive local exchange carrier (CLEC), has chosen not to negotiate an interconnection agreement (ICA) with AT&T Kentucky, the Parties have not defined the jurisdiction of traffic for intercarrier compensation purposes.

AT&T Kentucky can, however, determine that traffic sent to South Central Telcom includes traffic from AT&T Kentucky as well as third party carriers. The vast majority of the traffic sent is third party traffic.

AT&T Kentucky has attached copies of relevant documents that support this response.

KPSC Docket No. 2006-00448

AT&T Kentucky's Attachment to

Request for Information Item No. 1

ARTS - Translations Work Instruction - POTS

TWINS ID: 11267

Issue#: 1

Requested: 02-28-2007 09:56 am Printed:

Voice

Service:

06-10-2008 10:40 am

(270544OWBOPOTS)

Requested by: Created by:

ARTSWEB **YJGMTWS**

Activity: Add Route Type: POTS

03-30-2007 Effective: Number of Codes: 1

DOCUMENT NOTES: NEW SOUTH CENTRAL RURAL OLEC CODE.

			Originating		Trunk Group	***************************************	Digits _	
Req#	Net	Office	Exchange	Route To CLLI	TGSN / ID / TGN	De	l Prefix	Send
NPA-N	XX: 27	0-544	Destination: HRC	VKYXADS1 PARK CIT	Y KY OCN	: 5620	Pooling: Ind	ustry
0001 3D		BWLGKYMA01T	\$LATA	BLOCK				
0001 6D	TOLL	BWLGKYMA01T	\$LATA	HRCVKYXA02T	AF192311/DF44ITIAL77/366			10
		IAL						
Incoming	Source:							
0002 3D		BWLGKYMA01T	\$LATA	BLOCK				
Incoming			Pi ATR	LIDOURON ART	1 P 1 0 0 0 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2			
VUV2 QU	IULL	BWLGKYMA01T	SLATA	HRCVKYXA02T	AF192311/DF44ITIAL77/366			10
Incoming	Sourca	IAL CMRSMPB						
0003 3D	ODUITO.	BWLGKYMA01T	SLATA	BLOCK				
Incoming	Source:	CMRSMPB						
		BWLGKYMA01T	\$LATA	HRCVKYXA02T	AF192311/DF44ITIAL77/366			10
		IAL						
Incoming	Source:		41 AT *	m. a.a.r				
0004 3D		BWLGKYMA01T	\$LATA	BLOCK				
nnoanna na Anno		ICO BWLGKYMA01T	\$LATA	HRCVKYXA02T	AF192311/DF44ITIAL77/366			40
0004 00	TOLL	IAL	årviv	HACAKI MAST	WE 1929 IDE441 [WE] 1/300			10
Incoming	Source:							
0005		BWLGKYMA01T	\$LATA	BLOCK IXC INCO	MING TEC MULTIPLE SWITCH	ING VIOL	ATION	
		IAL						
	Source:	TYPE2WIRE	**					
0006 3D		BWLGKYMA01T	\$LATA	BLOCK				
***************************************		TYPE2WIRE BWLGKYMA01T	\$LATA	HRCVKYXA02T	A T 409344 (DE 4A) T (A) 77/300			40
0000 00	TOLL	IAL	PLAIN	HRCVN1 AAU21	AF192311/DF44ITIAL77/366			10
0007 3D		BWLGKYMADS0	BOWLING GREEN KY	BLOCK				
0007 6D	701	BWLGKYMADS0	BOWLING GREEN KY	HRCVKYXA02T	AF192311/DF44ITIAL77/			10
0001 00	TOLL	IAL	DOWEING GIVEEN KI	PINCVICEANUEL	AF 19231 IIDF44ITIALTTI			10
0008 3D		GNVLKYMADS0	GREENVILLE KY	BLOCK				
0009 60	TOU	GNVLKYMADSO			AE49970 <i>41</i> 87 71AL 1946			10
Alt#1		IAL	GREENVILLE KY	BWLGKYMA01T MDVIKYMA02T	AF123794/DT ZIAL/215 AF109424/DT/210			10
0009 3D		HNSNKYMADS0	HENDERSON KY	BLOCK	AC 103424(D11210			ŧŲ.
	TOLI				AE407042/EVT/474			40
ሊያ ይህህ	IOLL	HNSNKYMADS0	HENDERSON KY	OWBOKYMA1GT	AF107843/DT/171			10
0010 3D		IAL HPVLKYMADS0	HOPKINSVILLE KY	BLOCK				
00 10 0D		TH VENTIVALIOU	HOLIMING VIELE IVI	DLOGN				

			Originating		Trunk Group	·····	Digits _	
Req#	Net	Office	Exchange	Route To CLLI	TGSN / ID / TGN	Del	Prefix	Send
NPA-N	(X : 27	0-544	Destination: HR	CVKYXADS1 PARK CITY	KY OCN:	5620	Pooling: Ind	ustry
0010 6D	TOLL	HPVLKYMADS0	HOPKINSVILLE KY	BWLGKYMA01T	AF123798/DT ZIAL/282			10
Alt#1		IAL		MDVIKYMA02T	AF107615/DT/253			10
0011 3D		MDVIKYMA02T	\$LATA	BLOCK				
0011 6D	TOLL	MDVIKYMA02T	\$LATA	BWLGKYMA01T	AF098966/AF43IT IAL77/610			10
		IAL						
Incoming 0012 3D	Source:	CLEC MDVIKYMA02T	SLATA	BLOCK				
	0		ለ ™∪ ι.U.	BLOOK				
Incoming 0012 6D	***************************************	MDVIKYMA02T	\$LATA	BWLGKYMA01T	AF203769/AF44IT JZTKE77/415			10
		IAL						
	Source:	<u>CMRSMPB</u>						
0013 3D		MDVIKYMA02T	\$LATA	BLOCK				
		CMRSMPB MDVIKYMA02T	\$LATA	BWLGKYMA01T	AF203769/AF44IT JZTKE77/415			10
טטוט טטט	TOLL	IAL	ΦLATA	BATOVIMMALI	ME203109/ME44[] JETNETTHTO			10
Incoming	Source:							
0014 3D		MDVIKYMA02T	\$LATA	BLOCK				
Incom/ng								
0014 6D	TOLL	MDVIKYMA02T	SLATA	BWLGKYMA01T	AF203769/AF44IT JZTKE77/415			10
In annalma	Ca.,,,,,	IAL						
incoming 0015	Source:	<u>iac</u> Mdvikyma02T	\$LATA	BLOCK INC INCOM	WING TEC-MULTIPLE SWITCH	ING VIOLA	TION	
		IAL						
***************************************	Source:	TYPE2WIRE	A 1					
0016 3D		MDVIKYMA02T	\$LATA	BLOCK				
		TYPE2WIRE MDVIKYMA02T	SLATA	BWLGKYMA01T	AF098966/AF43IT IAL77/610			10
0010 00	TOLL	IAL	\$LATA	DARFOULINDAL	AI 030300/AI 4011 #AE11/010			10
0017 3D		MDVIKYMADS0	MADISONVILLE KY	BLOCK				
0017 6D	TOLL	MDVIKYMADS0	MADISONVILLE KY	BWLGKYMA01T	AF098966/AF43IT IAL77/			10
		IAL	,,					
0018 3D		MRRYKYMADS0	MURRAY KY	BLOCK				
0018 6D	TOLL	MRRYKYMADS0	MURRAY KY	MDVIKYMA02T	AF120996/DT/252			10
		IAL						
0019 3D		MYFDKYMADS0	MAYFIELD KY	BLOCK				
0019 6D	TOLL.	MYFDKYMADS0	MAYFIELD KY	MDVIKYMA02T	AF121632/DT/271			10
		IAL						
0020 3D		OKGVKYESDS0	OAK GROVE KY	BLOCK				
0020 6D	TOLL	OKGVKYESDS0	OAK GROVE KY	INTERLATA FGD	CALL			
		IRL, WATS:0						
0021 3D		OWBOKYMA1GT	\$LATA	BLOCK				

			Originating		Trunk Group		Dlgits _	
Req#	Net	Office	Exchange	Route To CLLI	TGSN / ID / TGN	Def	Prefix	Send
NPA-NX	X: 27	0-544	Destination: HF	RCVKYXADS1 PARK CIT	Y KY OCN:	5620	Pooling: Inc	lustry
0021 6D	TOLL	OWBOKYMA1GT	\$LATA	BWLGKYMA01T	AF108124/IH44ITIALKE77/253			10
Alt#1		IAL		MDVIKYMA02T	AF152056/IH34 ITIALKE 77/516			10
Alt#2	C	IAL		MDVIKYMA02T	AF108125/AF34ITIALKE77/268			10
incoming 9 0022 3D	ource:	OWBOKYMA1GT	SLATA	BLOCK				
Incoming (Source:	CLEC						
0022 6D	TOLL	OWBOKYMA1GT	SLATA	BWLGKYMA01T	AF203770/AF44IT JZTKE77/520			10
		JAL.						
Incoming !	Source:	CMRSMPB OWBOKYMA1GT	SLATA	BŁOCK				
	Cauras		45,	beson				
		CMRSMPB OWBOKYMA1GT	\$LATA	BWLGKYMA01T	AF203770/AF44IT JZTKE77/520			10
		IAL						
incoming	Source:							
0024 3D		OWBOKYMA1GT	\$LATA	BLOCK				
Incoming 9	**********	<u>ICO</u> OWBOKYMA1GT	\$LATA	BWLGKYMA01T	AF009770/AF48F (7T)/E77/E00			10
0024 00	TOLL	IAL	3DATA	DANTOLIMALI	AF203770/AF44IT JZTKE77/520			ĮŪ
Incoming	Source:							
0025		OWBOKYMA1GT	\$LATA	BFOCK IXC INCO	MING TEC-MULTIPLE SWITCH	ING VIOLA	MOLT	
		IAL.						
	Source:	TYPE2WIRE	01.4774	DI OOK				
0026 3D		OWBOKYMA1GT	\$LATA	BLOCK				
Incoming : 0026 6D		TYPE2WIRE OWBOKYMA1GT	\$LATA	BWLGKYMA01T	AF108124/IH44ITIALKE77/253			10
Alt#1		IAL	4.00	MDVIKYMA02T	AF152056/IH34 ITIALKE 77/516			10
Alt#2		IAL		MDVIKYMA02T	AF108125/AF34/TIALKE77/268			10
0027 3D		OWBOKYMADS0	OWENSBORO KY	BLOCK				
0027 6D	TOLL	OWBOKYMADS0	OWENSBORO KY	BWLGKYMA01T	AF108124/IH44ITIALKE77/			10
Alt#1		IAL		MDVIKYMA02T	AF152056/IT77IALKE/			10
Alt#2 0028 3D		BUCHKAI UDZU	PADUCAH KY	MDVIKYMA02T BLOCK	AF108125/AF34ITIALKE77/			10
		PDCHKYLODS0			A PROOF ROLL A POTE LA LOPE TO LA			45
0028 6D	TOLL	PDCHKYLODS0	PADUCAH KY	BWLGKYMA01T	AF220586/PH45DTIALKE 77/122			10
Alt#1 0029 3D		IAL PDCHKYMADS0	PADUCAH KY	MDVIKYMAQ2T BLOCK	AF120994/DT/93			10
	···				4 F 4004 40 (DT () 4 F			40
0029 6D	TOLL	PDCHKYMADS0	PADUCAH KY	MDVIKYMA02T	AF129440/DT/145			10
		IAL.						

^{***}END OF DOCUMENT*** KEY: IAL=INTRA-LATA, IRL=INTER-LATA. OCP=OPTIONAL CALLING PLAN

ARTS - Translations Work Instruction - POTS

Issue#: 1

TWINS ID: 8857

Activity: Add

(270629LSVLPOTSCHANGE1) 06-10-2008 10:33 am Printed:

Requested: 10-22-2004 09:25 am

Voice

Route Type: POTS

Service:

Requested by: ARTSWEB YJGMTWS Created by: 11-03-2004 Effective:

Number of Codes: 1

DOCUMENT NOTES: NEW ITCNAIAL TRUNK GROUP PER BIR FOR SOUTH CENTRAL RURAL - SHERRIE BINGHAM.

			_ Originating		Trunk Group		Digits	
Req#	Net	Office	Exchange	Route To CLLI	TGSN / ID / TGN	Del	Prefix	Send
NPA-N	XX: 27	0-629	Destination: GLSG	KYXRDS1 GLASGOV	V KY OCN: 5	620	Pooling: NA	
0001 3D		BRTWKYESDS0	BARDSTOWN KY	BLOCK				
0001 6D	TOLL	BRTWKYESDS0	BARDSTOWN KY	LSVLKYAP2GT	AF102575/AF54DT77/157			10
		IAL						
0002 3D		FRFTKYMADS0	FRANKFORT KY	BLOCK				
0002 6D	TOLL	FRFTKYMADS0	FRANKFORT KY	LSVLKYAP2GT	AF124095/DT IALKE/210			10
Al#1		IAL		LSVLKYWE1GT	AF122347/DT KE/328			10
0003 3D		LSVLKY26DS0	LOUISVILLE KY	BLOCK				
0003 6D	TOLL	LSVLKY26DS0	LOUISVILLE KY	LSVLKYAP2GT	AF154913/AF45DT77/151			10
		IAL						
0004 3D		LSVLKYANDS0	LOUISVILLE KY	BLOCK				
0004 6D	TOLL.	LSVLKYANDS0	LOUISVILLE KY	LSVLKYAP2GT	AF124094/PH54DTIALKE77/170			10
Al#1		IAL		LSVLKYWE1GT	AF122346/AF54DTKE77/146			10
0005 3D		LSVLKYAP2GT	\$LATA	BLOCK				
0005 6D	TOLL	LSVLKYAP2GT	\$LATA	GLSGKYXR02T	AF210950/DF44ITCNAIAKE77/307			10
		IAL						
Incoming	Source:		4: 474	m, 0.01/				
0006 3D		LSVLKYAP2GT	\$LATA	BLOCK				
Incoming		<u>CLEC</u> LSVLKYAP2GT	SLATA	GLSGKYXR02T	AF210950/DF44ITCNAIAKE77/307			10
0000 OD	1000	IAL	φμιιη	OLOGNIANDEI	ALETODORO 441 OWNINGENOUS			10
Incoming	Source:	CMRSMPB						
0007 3D		LSVLKYAP2GT	\$LATA	BLOCK				
Incoming	Source:	CMRSMPB						
0007 6D	TOLL	LSVLKYAP2GT	SLATA	GLSGKYXR02T	AF210950/DF44ITCNAIAKE77/307			10
		IAL						
Incoming 0008 3D	Source:	<u>ICO</u> LSVLKYAP2GT	\$LATA	BLOCK				
	S		40171	DECON				
Incoming 0008 6D	····	LSVLKYAP2GT	\$LATA	GLSGKYXR02T	AF210950/DF44ITCNAIAKE77/307			10
		IAL						
Incoming	Source	IXC						
0009		LSVLKYAP2GT	SLATA	B <u>rock ixe inco</u>	MING TEC-MULTIPLE SWITCHIN	<u>G VIOLA</u>	<u>JION</u>	
	_	IAL.						
Incoming 0010 3D		TYPE2WIRE LSVLKYAP2GT	\$LATA	BLOCK				
00.000			**					

			Originating		Trunk Group	******	Digits	
Req#	Net	Office	Exchange	Route To CLLI	TGSN / ID / TGN	Del	Prefix	Send
NPA-N	XX: 27	0-629	Destination: 0	GLSGKYXRDS1 GLASGOV	V KY OCN:	5620	Pooling: NA	
		TYPE2WIRE LSVLKYAP2GT	ŞLATA	GLSGKYXR02T	A # 94 00 50 (E) # 44 T O 11 A (A (F 77 I) 0 7			40
0010 013	TOEL	IAL	ŞLATA	GLOGNIARUZI	AF210950/DF44ITCNAIAKE77/307			10
0011 3D		LSVLKYAPDS0	LOUISVILLE KY	BLOCK				
0011 6D	TOLL	LSVLKYAPDS0	LOUISVILLE KY	LSVLKYAP2GT	AF100043/AF54DT77/244			10
		IAL						
0012 3D		LSVLKYBEDS0	LOUISVILLE KY	BLOCK				
0012 6D	TOLL	LSVLKYBEDS0	LOUISVILLE KY	LSVLKYAP2GT	AF152261/AF45DT77/125			10
		IAL						
Incoming	Source		· OLSOWIE CHY	DI COV				
0013 3D		LSVLKYBEDS0	LOUISVILLE KY	BLOCK				
Incoming 0013 6D		<u>ISDN</u> LSVLKYBEDS0	LOUISVILLE KY	LSVLKYAP2GT	AF152261/AF45DT77/125			10
		IAL						
0014 3D		LSVLKYBRDS0	LOUISVILLE KY	BLOCK				
0014 6D	TOLL	LSVLKYBRDS0	LOUISVILLE KY	LSVLKYAP2GT	AF145791/AF45DT77/120			10
		IAL						
0015 3D		LSVLKYCWDS0	LOUISVILLE KY	BLOCK				
0015 6D	TOLL	LSVLKYCWDS0	LOUISVILLE KY	LSVLKYAP2GT	AF124109/PH45DTIALKE77/92			10
Al#1		IAL		LSVLKYWE1GT	AF122859/DT KE/85			10
0016 3D		LSVLKYFCDS0	LOUISVILLE KY	BLOCK				
0016 6D	TOLL	LSVLKYFCDS0	LOUISVILLE KY	LSVLKYAP2GT	AF116050/AF45DT77/103			10
00177 00		IAL	i di ilai wa ma ta c	DI OOV				
0017 3D		LSVLKYJTDS0	LOUISVILLE KY	BLOCK				
0017 6D	TOLL	LSVLKYJTDS0	LOUISVILLE KY	LSVLKYAP2GT	AF116046/AF45DT77/95			10
0018 3D		IAL LSVLKYOADS0	LOUISVILLE KY	BLOCK				
	TOLL				A M 4 M 4 M 7 A 1 A 1 A 1 A 1 A 1 A 1 A 1 A 1 A 1 A			40
טו פו טוי	IULL	LSVLKYOADS0 IAL	LOUISVILLE KY	L\$VLKYAP2GT	AF194031/AF45DT77/140			10
0019 3D		LSVLKYSHDS0	LOUISVILLE KY	BLOCK				
0019 6D	TOLL	LSVLKYSHDS0	LOUISVILLE KY	LSVLKYAP2GT	AF100169/AF45DT77/168			10
		IAL						
0020 3D		LSVLKYSLDS0	LOUISVILLE KY	BLOCK				
0020 6D	TOLL	LSVLKYSLDS0	LOUISVILLE KY	LSVLKYAP2GT	AF100110/AF45DT77/173			10
		IAL						
0021 3D		LSVLKYSMDS0	LOUISVILLE KY	BLOCK				
0021 6D	TOLL	LSVLKYSMDS0	LOUISVILLE KY	LSVLKYAP2GT	AF420346/PH45DTIAL77/144			10
Alt#1		IAL		LSVLKYWE1GT	AF420357/AF54DT77/155			10
0022 3D		LSVLKYTSDS0	LOUISVILLE KY	BLOCK				
0022 6D	TOLL	LSVLKYTSDS0	LOUISVILLE KY	LSVLKYAP2GT	AF156340/AF45DT77/260			10
		IAL						

			Originating		Trunk Group		Digits	
Req#	Net	Office	Exchange	Route To CLLI	TGSN / ID / TGN	Del	Prefix	Send
NPA-N	XX: 27	0-629	Destination: G	LSGKYXRDS1 GLASGOV	vky c	CN: 5620	Pooling: NA	
0023 3D		LSVLKYVSDS0	LOUISVILLE KY	BLOCK				
0023 6D	TOLL	LSVLKYVSDS0	LOUISVILLE KY	LSVLKYAP2GT	AF099908/AF45DT77/245			10
		IAL						
0024 3D		LSVLKYWE1GT	\$LATA	BLOCK				
0024 6D	TOLL	LSVLKYWE1GT	\$LATA	LSVLKYAP2GT	AF122849/AF44ITIALKE77/2	30		10
		IAL						
Incoming	Source:		āl a wa	71.004				
0025 3D		LSVLKYWE1GT	\$LATA	BLOCK				
<u>Incoming</u> 0025 6D		<u>CLEC</u> LSVLKYWE1GT	SLATA	LSVLKYAP2GT	AF190548/AF441T JZTKE77/	ሳዴን		10
0023 02	1051	IAL	UNIT	COVERTAL ZO!	N 190940/N 441 05 (NC) 11	102		10
Incomina	Source:	CMRSMPB						
0026 3D		LSVLKYWE1GT	SLATA	BLOCK				
Incoming	Source:	<u>CMRSMPB</u>						
0026 6D	TOLL	LSVLKYWE1GT	\$LATA	LSVLKYAP2GT	AF190548/AF44IT JZTKE77/	462		10
		IAL						
Incoming 0027 3D		<u>ICO</u> LSVLKYWE1GT	\$LATA	BLOCK				
			4 2.111	2400.1				
Incoming 0027 6D		LSVLKYWE1GT	\$LATA	LSVLKYAP2GT	AF190548/AF44IT JZTKE77/	462		10
		IAL						
Incoming	Source:	ixc						
0028		LSVLKYWE1GT	ŞLATA	BLOCK IXC INGO	MING TEC-MULTIPLE SYM	TCHIEG VIOL	ATION	
	_	IAL						
incoming 0029 3D	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	TYPE2WIRE LSVLKYWE1GT	\$LATA	BLOCK				
		TYPE2WIRE	*	,,,,				
		LSVLKYWE1GT	\$LATA	LSVLKYAP2GT	AF122849/AF44ITIALKE77/2	30		10
		IAL						
0030 3D		LSVLKYWEDS0	LOUISVILLE KY	BLOCK				
0030 6D	TOLL	LSVLKYWEDS0	LOUISVILLE KY	LSVLKYAP2GT	AF122849/AF44ITIALKE77/			10
		IAL						
0031 3D		SHVLKYMADS0	SHELBYVILLE KY	BLOCK				
0031 6D	TOLL	SHVLKYMADS0	SHELBYVILLE KY	LSVLKYAPZGT	AF099913/IH45DTIAL77/255			10
		IAL		LSVLKYWE1GT	AF122345/AF45DT77/285			10

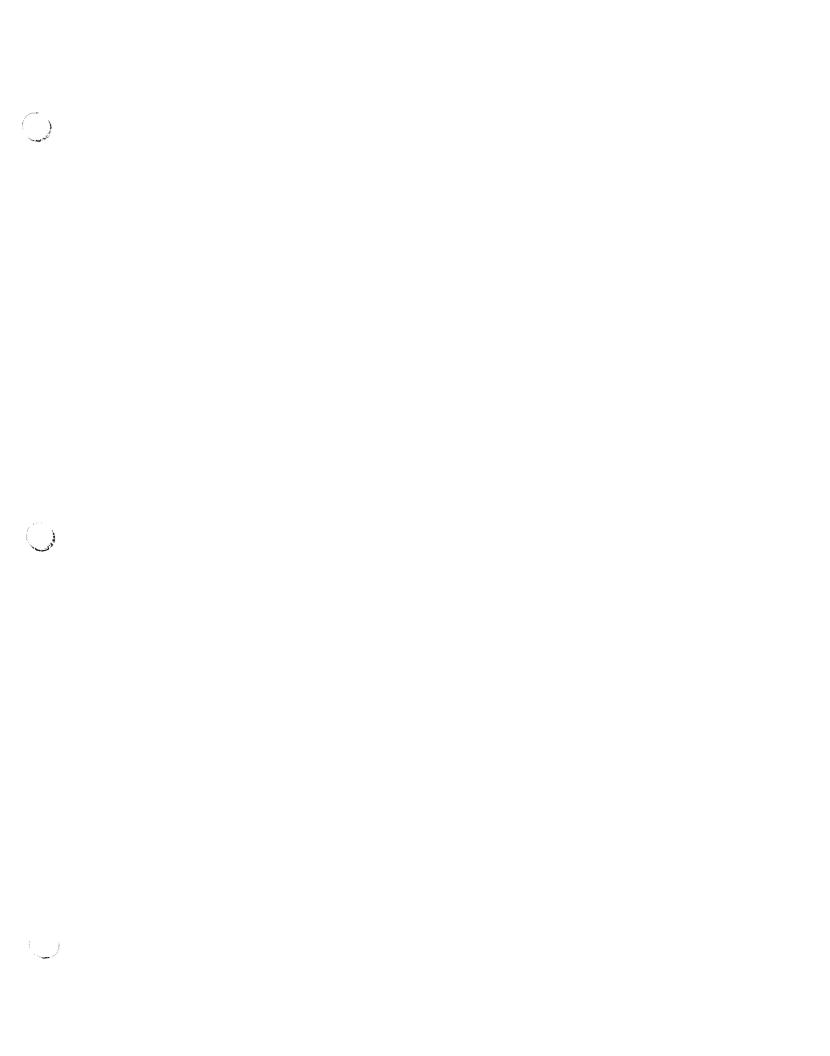


AT&T Kentucky
KY PSC Docket No. 2006-00448
South Central Telcom, LLC's First Set of Data Requests
Received Date: June 2, 2008
Item No. 2
Page 1 of 1

REQUEST: Please provide a complete and detailed description of the facilities over which each type of traffic identified in response to Request for Information No. 1 is exchanged between the parties.

RESPONSE: AT&T Kentucky does not have direct interconnection facilities with South Central Telcom (CLEC). AT&T Kentucky does have direct trunk interconnection with South Central Rural Telephone Company (ILEC), an affiliate of South Central Telcom, via the two 2-way Common Transport Trunk Groups (CTTG) that were established between AT&T Kentucky and South Central Rural Telephone Company. South Central Telcom has chosen not to negotiate an interconnection agreement with AT&T Kentucky that establishes appropriate network interconnection terms and conditions on the exchange of traffic between the two local service providers.

The routing of voice traffic to South Central Telcom is determined through the national Local Exchange Routing Guide (LERG). South Central Telcom established an NPA/NXX and provided routing information to the LERG indicating the South Central Telcom numbers subtend the South Central Rural Telephone Company switch. Rather than block South Central Telcom's traffic, AT&T Kentucky has been routing both AT&T Kentucky originated traffic and transiting third party carrier originated traffic (the majority of the traffic) to South Central Telcom pursuant to the LERG and thereby via the two 2-way Common Transport Trunk Groups that were established between AT&T Kentucky and South Central Rural Telephone Company.



AT&T Kentucky
KY PSC Docket No. 2006-00448
South Central Telcom, LLC's First Set of Data Requests
Received Date: June 2, 2008

Item No. 3 Page 1 of 1

REQUEST: Please identify all BellSouth exchanges that are rated locally to any South Central exchanges.

RESPONSE: According to South Central Telcom's tariff on file with the Kentucky Public Service Commission, the only exchange in which South Central Telcom, the CLEC, provides basic local exchange service is Glasgow. Glasgow is not in the local calling area of any AT&T Kentucky (f/k/a BellSouth) exchange.

If this data request refers to the exchanges served by South Central Rural Telephone Cooperative Corporation, Inc., the ILEC, that company's tariff on file with the Kentucky Public Service Commission indicates that it provides basic local exchange service in the following exchanges: Bonnieville, Buffalo, Canmer, Cave City, Center, Edmonton, Fountain Run, Gamaliel, Glasgow, Hiseville, Horse Cave, Lucas, Magnolia, Munfordville, Summer Shade, and Temple Hill. None of these exchanges is in the local calling area of any AT&T Kentucky (f/k/a BellSouth) exchange.

AT&T Kentucky has attached copies of the South Central Telcom (CLEC), South Central Rural Telephone Cooperative Corporation, Inc. (ILEC), and the AT&T Kentucky tariffs that support this response.

KPSC Docket No. 2006-00448

AT&T Kentucky's Attachment to

Request for Information Item No. 3

LOCAL EXCHANGE TARIFF

Original Sheet No. 2

5. BASIC LOCAL EXCHANGE SERVICE

5.1 Exchange Service

The Company provides one-party service throughout its service area

5.1.1 Description of Service

Local Exchange Service provides a Customer with a telephonic connection to, and a unique telephone number address on the public switched telecommunications network. Each Exchange Access Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block ("protector") at the Customer's premises.

Each Exchange Access Service enables users to:

- Receive calls from other stations on the public switched 1 telecommunications network;
- Access other services offered by the Company as set forth in this 2 tariff:
- 3 Access (at no additional charge) the Company's local numbers for repair or business offices for service related assistance:
- Access (at no additional charge) emergency services by dialing 0-4 or 9-1-1; and
- Access services provided by other common carriers that purchase 5 the Company's Switched Access services as provided under the Company's Federal and State tariffs, or that maintain other types of traffic exchange arrangements with the Company.

PUBLIC SERVICE COMMISSION OF KENTUCKY **EFFECTIVE**

Effective Date: AAFIR22202008

Issued By:

PURSUANT TO 807 KAR 5:011, SECTION 9 (1)

Daryl Wyait, General

Issued by Authority of the Order of the Public Service Commission of the Commonwealthroot Kentuck Commonwealthroot Commonwealthro Administrative Case No. 370, dated January 8, 1998.

LOCAL EXCHANGE TARIFF

5. BASIC LOCAL EXCHANGE SERVICE

5.1 Exchange Service (continued)

5.1.2 Area of Operations

The Company provides service in the following exchanges:

Verizon ~ KY (formerly, GTE)

Glasgow Exchange

The Company reserves the right to amend its operating territory through a revision to its tariff at its sole discretion as its business requirements warrant.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

Issue Dales March 22, 3

SSUCU BY: Coneral Manager

Effective Date: ANPF22 202001

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LOCAL EXCHANGE TARIFF

Original Sheet No. 4

5. BASIC LOCAL EXCHANGE SERVICE (Cont'd)

5.2 <u>Local Calling Areas</u>

5.2.1 General

- The rates in this Tariff entitle callers to receive local calling (i.e. toll-free) to the local calling areas indicated in Section 5.2.2. below. Calls to areas not listed in Section 5.2.2 will be subject to applicable fong distance charges by the long distance provider
- Exchanges that increase or decrease in the number of callable access lines at 3% for more than three (3) months will be moved into the appropriate rate block exclusive of callable access lines resulting from Optional Expanded Extended Area Calling Services.

Rate Block A B C	Lines within the Local Calling Area not applicable not applicable not applicable
D	all lines

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Effective Date: April 22 2001 APR 22 2001

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SOUTH CENTRAL TELCOM, LLC

PSC KY TARIFF NO. 1 SECTION 5

LOCAL EXCHANGE TARIFF

Original Sheet No. 5

5. BASIC LOCAL EXCHANGE SERVICE (Cont'd)

5.2 <u>Local Calling Areas</u> (continued)

5.2.2 List of Local Calling Exchanges

Exchange

Calling Area

Glasgow

Pursuant to Verizon Basic Local Exchange Services

Tariff

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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5. BASIC LOCAL EXCHANGE SERVICE

5.1 <u>Exchange Service</u> (continued)

5.1.2 Area of Operations

The following exchanges are included in the Company's Local Exchange Tariff:

Exchange	(NPA-NXX)
Bonnieville	270-531
Buffalo	270-325
Canmer	270-528, 537
Cave City	270-773
Center	270-565
Edmonton	270-432
Fountain Run	270-434
Gamaliel	270-457
Glasgow	270-614, 670, 678
Hiseville	270-453
Horse Cave	270-786
Lucas	270-646
Magnolia	270-324
Munfordville	270-524
Summer Shade	270-428
Temple Hill	270-427

PUBLIC SERVICE COMMISSION

OF KENTUCKY
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SOUTH CENTRAL RURAL TELEPHONE COOPERATIVE CORPORATION, INC. LOCAL EXCHANGE TARIFF

PSC KY TARIFF NO. 3 SECTION 5 Original Sheet No. 4

5. BASIC LOCAL EXCHANGE SERVICE (Cont'd)

5.1 Exchange Service (Cont'd)

5 L3 Maps

Maps that indicate and define the exchange limits of the respective exchanges are filed with the Kentucky Public Service Commission and are included as Attachment B of this Tariff

5.2 Local Calling Areas

5.2.1 General

- 1. The rates in this Tariff entitle callers to receive local calling (i.e., toll-free) to the local calling areas indicated in Section 5.2.2, below. Calls to areas not listed in Section 5.2.2 will be subject to applicable long distance charges by the long distance provider.
- 2 Exchanges that increase or decrease in the number of callable access lines at 3% for more than three (3) months will be moved into the appropriate rate block exclusive of callable access lines resulting from Optional Expanded Extended Area Calling Services

Rate Block	Lines within the Local Calling Area
A	0-9,000
В	9,001-14,000
C	14.001-20,000
D	Over 20.000

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SOUTH CENTRAL RURAL TELEPHONE COOPERATIVE CORPORATION, INC. LOCAL EXCHANGE TARIFF

PSC KY TARIFF NO. 3
SECTION 5
Original Sheet No. 5

5. BASIC LOCAL EXCHANGE SERVICE (Cont'd)

5.2 <u>Local Calling Areas</u> (continued)

5.2.2 List of Local Calling Exchanges

Exchange Local Calling Area

Block A

Magnolia Bonnieville, Bulfalo, Canmer, Hodgenville.

Munfordville

Buffalo Canmer, Hodgenville, Magnolia

Bonnieville Canmer, Horse Cave, Magnolia.

Munfordville

Block B

Canmer Bonnieville, Buffalo, Cave City, Center,

Horse Cave, Magnolia. Munfordville

Center Canmer, Cave City, Edmonton, Hiseville,

Horse Cave, Munfordville, Summer Shade

Horse Cave Bonnieville, Canmer, Cave City, Center,

Hiseville, Munfordville

Munfordville Bonnieville, Canmer, Cave City, Center,

Horse Cave, Magnolia

...... 12.1. M. Lab 22 200

Issued By: A VINY GCY

Daryl Wyaft, General Manage

Effective Date: Aptil KENTUCKY

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SOUTH CENTRAL RURAL TELEPHONE COOPERATIVE CORPORATION, INC. LOCAL EXCHANGE TARIFF

PSC KY TARIFF NO. 3 SECTION 5 Original Sheet No. 6

BASIC LOCAL EXCHANGE SERVICE (Cont'd) 5.

5.2 Local Cailing Areas (cont'd)

5.2.2 List of Local Calling Exchanges (cont'd)

Local Calling Area Exchange

Block C

Center, Glasgow, Lucas, Summer Shade Edmonton

Fountain Run Gamaliel, Glasgow, Lucas, Temple Hill,

Tompkinsville

Fountain Run, Glasgow, Lucas, Temple Hill. Gamaliel

Tompkinsville

Cave City. Center, Glasgow, Horse Cave, Hiseville

Lucas, Park City

Center, Edmonton, Glasgow, Lucas, Temple Summer Shade

Hill

Fountain Run, Gamaliel, Glasgow, Lucas. Temple Hill

Summer Shade, Tompkinsville

Block D

Canmer, Center, Glasgow, Hiseville, Horse Cave City

Cave, Lucas, Munfordville, Park City

Cave City, Edmonton. Fountain Run. Glasgow

Gamaliel, Hiseville, Park City, Summer

Shade, Temple Hill

Cave City, Edmonton. Fountain Run. Lucas

Gamaliel, Glasgow, Hiseville, Park City,

Summer Shade, Temple Hill

PUBLIC SERVICE COMMISSION

OF KENTUCKY

Effective Date: April 22, 2001

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PURSUANT TO 807 KAR 5:011. SECTION 9 (1)

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Issue Date: Ma

Daryl Wyait. General Manag

SOUTH CENTRAL RURAL TELEPHONE COOPERATIVE CORPORATION, INC. LOCAL EXCHANGE TARIFF

PSC KY TARIFF NO. 3 SECTION 5 Original Sheet No. 2

5. BASIC LOCAL EXCHANGE SERVICE

5.1 Exchange Service

The Company provides one-party service throughout its service area.

5.1.1 Description of Service

Local Exchange Service provides a Customer with a telephonic connection to, and a unique telephone number address on the public switched telecommunications network. Each Exchange Access Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block ("protector") at the Customer's premises

Each Exchange Access Service enables users to:

- Receive calls from other stations on the public switched telecommunications network;
- Access other services offered by the Company as set forth in this tariff:
- Access (at no additional charge) the Company's local numbers for repair or business offices for service related assistance;
- Access (at no additional charge) emergency services by dialing 0or 9-1-1; and
- 5 Access services provided by other common carriers that purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or that maintain other types of traffic exchange arrangements with the Company

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PURSHANT TO 807 KAR 5011, SECTION 9 (1)

SECRETARY OF THE COMMISSION

Issue Date: March 22, 200

Daryl Wyatt, General Manager

MELLSOUTH HELCOMMERICATIONS INC KENTLICKY ISSUED November 16, 2006 BY J. C. Roberts Jr. President - KY

GENERAL SUBSCRIBER SERVICES TARIFF

PSC KY, TARHE 2A Seventeemh Revised Page 3 Cancels Sixteenth Revised Page 3 FFLECHNE: December 1, 2006

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A3. BASIC LOCAL EXCHANGE SERVICE

A3.4 Regrouping

Louisville Kentucky

Rates for Local Exchange Service are set out in this Tariff for each exchange and vary depending upon the momber of main station lines (including Centrex Type Services main station lines, except as provided following.) and PBX trunks (including trunks providing LSSX service to U.S. Government-owned systems serving certified military bases) included in the United Local Calling Area of each exchange. When an exchange changes from one group to another because of increase or decrease in station lines and trunks, the rates for the appropriate higher or lower group will become effective after a waiting period of four months, upon the filling of a revised tariff in accordance with statutory provisions and the Rules and Regulations of the commission.

A3.5 Reserved For Future Use

A3.6 Local Calling Areas

A3 6 I General

A. The rates specified in A3.7.1 entitle subscribers to access all stations bearing the central office designations of the Limited Local Calling Area exchanges shown following.

3 Focal Calling Area Exchanges

Exchange/LATA Allen Winchester	Limited Local Calling Area Martin, McDowell, Prestonsburg, Wayland, Wheelwright ¹	Additional Exchanges Pikeville, Topmost ¹
Varon Owensboro	Mutray	Benton, Cadiz, Calven City', Canton, Eddyville Fairdcaling.' Fredonia, Gilbertsville, Hardio' Lynn Grove, Marion, New Concord,' Padgeah, Synsoma
Bagdad Louisville	Cropper Finchville Mt Eden Shelbyville Simpsonville, Waddy	Campbellshurg, Uminence Frankfort, LuGrange Touisville Port Royal, Sulphur, West Point
Bardstown I ouisville	Bloomfield Chaplin, New Haven	Cecilia ¹ , Hizabethrown ¹ Hodgenville ¹ , Latinange Lebanon ¹ Lebanon Junction Loretto ¹ Louisville Mount Lden, South Hardin ¹ , Taylorsville, West Point
Beautyville Winchester Beaver Dam Owensboro	Centertown, Fordsville Hartford	Irvine ¹ , Jackson Bowling Green, Central City, Drakesboro, Greenville, Habit Logansport ¹ , Livermore, Morgantown, Owensboro, Pleasant Ridge, Rochester ¹ , Utica

Note 1: Denotes Independent Company Exchange

BLLESOUTH

HTTCOMMUNICATIONS INC

KUNTLUKY

488UFD November 16, 2006

BY: L.C. Roberts, Jr., President - KY

Louisville, Kentacky

PSC KY FARIFF 2A Fighth Revised Page 4.0.1 Cancels Seventh Revised Page 4.0.1 EFFECTIVE: December 1, 2006

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A3. BASIC LOCAL EXCHANGE SERVICE

A3.6 Local Calling Areas (Cont'd)

A3 6.1 General (Cont'd)

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Exchange/LATA I imited I ocal Calling Area Additional Exchanges Campbellsburg, Carrollton Budford Comsville Multon Latirange Louisville Port Royal, Sulphur, West Point Bledsoe¹, Evarts¹, Harlan, Wallins Creek, Whitesburg Benham-Lynch Winchester Comberland¹ Calvert City¹. Fairdealing¹ Aurora Eddyville, Fredonia. Benton Owensboro Gilbertsville Hardin¹ Kirksey¹, Marion, Mayfield. Murray, Paducah, Smithland Symsonia. West Plains' Bessie Bend Ridgely (Tennessee) and Tiptonville (Tennessee) of which Hessie Bend is a part Bardstown Chaplin, New Haven LaGrange, Louisville, Mt. Eden Bloomfield Lousville Taylorsville, West Point Crofton, Gracey, Hopkinsville. Cadiz, Larlington, Elkton, Bluft Springs Owenshoro Lafavette Oak Grove, Pembroke Greenville, Madisonville, Mortons Gup, Nortonville Sharon Grove St Charles Smiths Grove¹ Woodburn Adairville1 Auburn1, Beaver Dam Bowling Green Owenshoro Brownsville Dummor Franklin Lewisburg¹, Logansport¹, Morgantown, Rochester Russellville

Note 1: Denotes Independent Company Exchange Note 2: Denotes Associated Company Exchange

BFELSOUTH
THE COMMI, NICA HONS, INC KENTUCKY
18801 D: November 16, 2006 BY T. C. Roberts, Jr. President - KY Founds ille, Kennicky PSC KY TARIFF 2A Tenth Revised Page 4.1 Cancely Ninth Revised Page 4.1 EFFECTIVE: December 1, 2006

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A3. BASIC LOCAL EXCHANGE SERVICE

A3.6 Local Calling Areas (Cont'd)

A3.6.1 General (Cont'd)

В.	Local Cathing Area Eschanges (Cont'd)			1
	Exchange/LATA Brenich/Owensbore	Limited Local Calling Area Central City Drakesboto Greenville	Additional Exchanges Calhonn Centertown Dummor' Island, Lewisburg', Livermore Owensburo Panther, Rochester'	

Burgin Winchester	Cornishville Harrodsburg, Salvisa	Bryantsville ¹ Crab Orchard. Danville Hustonville ¹ , Junction
Cadiz/Owensboro	Canton, Ciracey	City, Perryville, Stanford Aurora, Bluff Springs Crofton Eddyville, Gilbertsville,

Eddyville, Gilbertsville. Hopkinsville I al avette, Murray. Pembroke, Princeton

Sacramento, Utica

Callioun Owensboro Island Tivermore, Sacramento Bremen, Central City, Clay, Dixon

Drakesboro Greenville Owensboro, Panther Sebree Sorgho Shirgis Utica, West Louisville

Campbellsburg Louisville Eminence Port Royal Sulphur Bagdad, Bedford, Carrollton

Comper Frankfort, LaGrange Louisville, Milton, Shelbyville, Simpsonville, Waddy, West Point Aurora, Eddyville, Gilbertsville,

Murray Cymhiana, Little Rock, Millersburg, Paris

Note 1: Denotes Independent Company Exchange

Cadiz, Gracey

Canton Owenshoro

Carlisle Winchester

BLLLSOUTH TELLCOMAIL NICATIONS, INC KLNTLCKY ISSLAD November 16, 2006 BY 10 Roberts, Jr. Presidents KY Louisville Kentucky PSC KY, LARIFF 2A Lourteenth Revised Page 5 Cancels Thirteenth Revised Page 5 EFFECTIVE: December 1, 2006

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A3. BASIC LOCAL EXCHANGE SERVICE

A3.6 Local Calling Areas (Cont'd)

A3.6.1 General (Cont'd)

ng Area Exchanges (Cont'd)	A. S St. D. A	4 feller and Fig. 4 and a
Evehange/LATA Carrollton Louisville	t imited Local Calling Area Ghent	Additional Exchanges Bedford Campbellsburg LaGrange Lonisville, Millon, New Liberty, Port Royal Sulphur, West Point
Cayce Owenshoro	Fulton, Hickman, Water Valley	Clinton, Mayfield Murtay Paducah Symsonia
Centeriown Owensboro	Beaver Dam Tordsville, Hartford	Bremen, Central City Drakesboro- Habit, Island, Livermore Owensboro Pleasant Ridge Utica : Greenville
Central City Owensboro	Bremen Drakesboro, Greenville	Beaver Dam, Calhoun, Centertown, Dunnor ¹ , Island, Lewisburg ¹ , Livermore, Ownsboro, Panther, Rochester ¹ , Sacramento, Utica
Chapfin Louisville	Bardstown, Bloomfield, New Haven	LaGrange, Lawrenceburg, Louisville, Mt. Eden, Taylorsville, West Point
Ulay Uwensboro	Dixon Providence Sebree. Slaughters	Calhour Corydon Hanson, Hebbardsville Henderson Madisonville, Marion, Morgantield Nebo Owensboro, Panther Robards, Sorgho, Stanley, Sturgis Urea, West Louisville
Ulinton Owenshoro	Columbus [†]	Arlington ¹ , Bardwcll ¹ Cayve Cunningham ¹ , Fancy Form Folsomdale ¹ Fulton, Hickman, Lowes ¹ , Mayfield Murray Milburn ¹ , Paducah, Symsonia, Water Valley, West Plains ¹ Wingo ¹

Note 1: Denotes Independent Company Exchange

BELL SOUTH TELECOMMUNICATIONS INC. RENTUCKY ISSI I D. November 16, 2006. BY E. F. Roberts Jr., President - KY

Leurwille, Kentucky

GENERAL SUBSCRIBER SERVICES TARIFF

PSC KY, LARIFF 2A Highth Revised Page 5.0.1 Cancels Seventh Revised Page 5.0-1 EFFECTIVE: December 1, 2006.

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A3. BASIC LOCAL EXCHANGE SERVICE

A3.6 Local Calling Areas (Cont'd)

A3.6.1 General (Cont'd)

13	Focal Calling Area Exchanges (Cont'd)	
	Exchange/LATA	Limited Local Calling Area

Cloverport Owensboro

tomishville Winghester

Corydon Owensboro

Corbin Winchester

Custer¹, Hardinsburg, Invrington¹ McDaniels

Jellico (Tennesseer², including Jelfico, Ky. Williamsburg

Burgin, Harrodsburg, Salvisa

Hebbardsville, Henderson, Robards Clay, Divon, Morganfield,

Hustonville¹, Stanford Crab Orchard Winchester

Craffon Owensboro

Grove, Pembroke Denotes Independent Company Exchange

Bluff Springs Gracey Hopkinsville LaFayette Oak

Additional Exchanges Ensor, Fordsville, Habit

Hawesville Owenshoro, Whitesville

Barbourville. East Bernstadt¹ London^t Manchester^t, Shopville White Lily1

Crab Orchard Danville Junction City, Mackville, Mooresville. Perryville, Springfield, Stanford,

Willisburg

Owenshoro, Panther Sebree

Sorgho, Stanley, Sturgis, West Louisville

Brodhead3, Burgin, Corneshville, Danville, Eubank! Harrodsburg. Junction City - Lancaster¹ Pertyville, Salvisa, Mt. Vernon,

Science Hill1

Cadiz Dawson Spring, Earlington. Elkton, Madisonville, Mortons Gap Nortonville St Charles

Note 1: Denotes Associated Company Exchange Note 2:

BLU SOUTH THEE OMNUMENTATIONS INC RESHICKY ISSUED November 17, 2006 BY J. C. Roberts, Jr., President - RY Louisville Rennicky

PSC KY, TARIHF 2A Eleventh Revised Page 5-1 Cancels Fenth Revised Page 5.1 EFFFCTIVE: December 1, 2006.

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A3. BASIC LOCAL EXCHANGE SERVICE

A3.6 Local Calling Areas (Cont'd)

A3.6 I General (Cont'd)

Exchange LATA

Cropper Louisville

Candinana Winchester

Dixon Owenshoro

Limited Local Calling Area Additional Exchanges Bagdad Eminence Finchville, Mt. Campbellsburg, Frankfort, Eden. Shelbyville, Simpsonville. LaGrange, Louisville, Port Royal Sulphur, West Point

Carlisle, Georgetown, Millersburg, Paris, Sadieville, Stamping Ground

Dade Park Evansville (Indiana)1 of which Dade Park is a part Junction City Perryville Danville Winchester

Waddy

Bryantsville1, Burgin, Cornishville. Crub Orchard, Eubank Harrodsburg Hustonville¹ Lancaster2 Liberty2 Salvisa

Stanford

Farlington Hanson Madisonville Dawson Springs Owenshoro

Mortons Gap. Nebo, Nortonville. St. Charles

Crofton Graces, Hopkinsville, Pringeton Slaughters

Clay Providence Sebree. Slaughters

Calhian Corydon Hanson Hebbardsville, Henderson, Madisonville, Morganfield, Nebo Owenshoro Panther, Robards, Sorgho Stanley, Sturgis Utica

West Louisville

Drake shore Owensbore Bremen Central City Greenville

Beaver Dam, Calhoun, Centertown, Duomor2 Island, Lewisburg Livermore, Owensboro, Panther Rochester² Sacramento, Utica Bluff Springs Crofton Graces

Failington Owensboro Dawson Springs, Hanson

Madisonville, Mortons Gap. Nebo. Nortonville, St. Charles

Hoplansville, Lal ayette, Pembroke, Princeton Staughters

Denotes Associated Company Exchange Note 1: Note 2: Denotes Independent Company Exchange

PSC KY TARIFT 2A Sixth Revised Page 5.2 Cancels Fifth Revised Page 5.2 FFFUTIVE: December 1, 2006

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KLNTUCKY 1881-LD November 16, 2006 BY J. C. Roberts, Jr., President - KV Longwille, Kentucky

TELL COMMUNICATIONS, INC

BELLSOUTH

A3. BASIC LOCAL EXCHANGE SERVICE

A3.6 Local Calling Areas (Cont'd)

A3.6.1 General (Cont'd)

В	Local Calling	Area Exchanges (Contd)		
		Exchange I ATA I ddyvilk Owensboro	Limited Local Calling Area Fredonia, Princeton	Additional Exchanges Aurora Benton, Cadiz, Calvert City', Canton, Gilbertsville Gracey Hopkins: ille Marion, Murray, Paducah Smithland
				Symsonia
		Ellithorn City Winchester	Fedscreek, Pikeville Virgie	Freeburn Jenkins' McCarr. South Williamson, Stone
		EBlun Owenshoro	Guthrie, Sharon Grove, Trenton	Adairville', Bluff Springs, Crotion, Dummor', Gracey Hopkinsville, Lal'ayette, Lewisburg', Pembroke Russellville
		Emmence Eminence	Campbellsburg, Cropper Port Royal, Sulphur	Bagdad, Frankfort, Ghent LaGrange Louisville New Liberty Owenton, Shelby (ille Simpsonville, Waddy, West Point
		Ensor Owensboro	Habit Macco Owensboro, Panther Pleasant Ridge, Sorgho Stanley, Utien, West Louisville, Whitesville	Hardinsburg Hawesville.
		FedscreekWinchester	Elkhorn City Pikeville Virgie	Freeburn McCart South Williamson, Stone

Note 1: Denotes Independent Company Exchange

All BellSouth traits contained betom and as set forth in the trademarks and service marks section of the BellSouth TaritlS are owned by BellSouth Intellectual Property Convention

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A3. BASIC LOCAL EXCHANGE SERVICE

A3.6 Local Calling Areas (Cont'd)

33.6.1 General (Cont'd)

ß.	Local Calling Area Exchanges (Cont.d)		
	Exchange/LATA	Limited Local Calling Area	Additional Exchanges
	Vinchville Louisville	Bagdad Cropper Mt Eden: Shelbyville, Simpsonville Waddy	LaGrange, Louisville, Taylorsville, West Point
	Ford Winchester	Berea ¹ , Kuksville, Richmond Waco Winchester	Lexington ³
	Fords, the Owenshoro	Beaver Dam. Centutown, Hartford	Cloverport Ensor, Habit Hardinsburg, Hawesville Lewisport Macco, McDamels

Lankfort Louisville Bagdad Campbellsburg Cropper, Emmence, Ghenra Lawrenceburg New Liberry. Owenton, Port Royal, Shelly ville

Waddy Adairyille Auburn', Bowling Leagkhur Owensboro

Green Russellville Woodburn Aurora Benton, Calvert City!. Fredoma Owensboro Lddyville Princeton Gilbertsville Marion, Murray

Paducali, Suuthland Symsonia

Owensboro, Pleasant Ridge, Unica

McCarr, Matewan (West Virginia). Elkhorn City, Fedscrook Freeburn Winchester Pikeville, South Williamson.

Stone Virgie

Fulton Owensboro

Cayee Hickman Water Valley, and Clinton Tancy Farm¹ Farmington¹. South Fulton (Tennesseet² which is Folsondale¹, Lowes¹, Lynnyille¹. May field Murray Paducah. a part of the Fulton Exchange

Sedalia¹, Symsonia, West Plains¹

Wingo1

Whitesville

Note 1: Denotes Independent Company Exchange Note 2: Denotes Associated Company Exchange

BITLSOUTH
THE COMMENICATIONS, INC.
KASTUCKY
188ULD, November 16, 2006

KENTUCKY ISSULD, November 16, 2006 BY F. C. Roberts Jr. President - KY Louisville, Kentucky GENERAL SUBSCRIBER SERVICES TARIFF

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EFFECTIVE: December 1, 2006

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A3. BASIC LOCAL EXCHANGE SERVICE

A3.6 Local Calling Areas (Cont'd)

A3 6.1 General (Conf'd)

B local (

Calling	Area Evchanges (Confd) Exchange/LATA	Limited Local Calling Area	Additional Exchanges
	Georgetown Winebester	Lexington' Midway'. Sadieville, Stamping Ground	Cynthiana Paris
	Ghent Lousville	Carrollton	Eminence, Frankfort, New Liberty, Owenton, Port Royal
	Gilbertsville Owensburo	Benton, Calvert City ¹	Aurora Cadiz, Canton, Eddyville, Fairdealing. ³ Fredonia, Hardin ³ . Marion, Murray Paducali Princeton. Smithland ³ Symsonia
	Ciracey (Iwensboro	Hluft Springs, Cadiz. Canton Crofton Hopkinsville. LaFayette Oak Grove Pembroke	Dawson Springs, Earlington. Liklyville, Effeton, Madisonville, Mortons Gap, Nortonville Princeton, St. Charles
	Greenville. Owensboro	Bremen Central City, Drakesboro	Beaver Dam. Bluft Springs. Callioun, Centertown Dummer! Island, Lawisburg! Tivermore Owensboro, Panther, Rochester Sacramento, Utica
	Cinfinic Owensboro	Elkton, Sharon Grove, Trenton and South Cuthric (Tennessee) ¹ , which is a part of the Guthrie Evehange	
	Habit Owensboro	Ensor Maceo, Owensboro, Pasther Pleasant Ridge Sorgho Stanley, Utica, West Louisville, Whitesville	Cloverport Fordsville.

Note 1: Denotes Independent Company Exchange

BELLSOU HE TELLCOMAR NICATIONS INC KENTUCKY 1880/1D: November In 2006 West C. Roberts Jr. President - KY Louisville Kentucky PSC KY TARIFF 2A Touth Revised Page 64 Cancels Ninth Revised Page 64 FFFF CHVF: December 1 2006

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A3. BASIC LOCAL EXCHANGE SERVICE

A3.6 Local Calling Areas (Cont'd)

A3 6 1 General (Cont'd)

tram, and	Arca Exchanges (Cont'd) Exchange/LATA	Limited Local Calling Area	Additional Exchanges
	Hauson Owenshoro	Dawson Springs Earlington Madisonville, Mortons Gap, Nebo, Nortonville, St. Charles	Clay Dixon Slaughters
	Hardinsburg Owensboro	Cloverport Custer ¹ Irvington ¹ . McDaniels	Ensor, Fordsville, Habit Hawesville, Owensboro, Whitesville
	Hinlar Winchester	Bledsoe ³ Waffins Creek	Benham-Lynch, Cumberland ³ Exarts ¹ , Pineville
	Hurrodshing/Winehester	Burgin Cormshville Salvisa	Bryantsville ¹ Crab Orchard. Danville, Hustonville ³ America
	Hattard Owensboro	Beaver Dam Centertown, Fordsville	City, Petryville, Stanford flabit Tiverthore Logansport Rochester ¹ , Whitesville Morgantown Owensboro, Pleasant
	Hawesville Owensboro	Lewisport ¹	Ridge Utica Cloverport, Fusor Fordsville, Hubit Hardinsburg, Macco McDanuels Owensboro Whitesville
	Hebbardsville Owensboto	Corydon, Henderson Robards	Clay Divon Morganfield. Owensboro, Panther Schree Sorgho, Stanley, Sturgts West Louisville
	Henderson Owensboro	Corydon, Hebbardsville, Robards	Clay, Dixon Morganfield Owensboro, Panther Sebree.

Note 1: Denotes Independent Company Exchange

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HELECOMARUNIC VITONS INC.

KENTUCKS
ISSUED: November 16, 2006

ISSEED: November 16, 2006 BY 16 C. Roberts, Jr., President - KY Louisville, Kermels

GENERAL SUBSCRIBER SERVICES TARIFF

PSC KY TARIFF 2A Ninth Revised Page 6.2 Cancels Eighth Revised Page 6.2 EFFECTIVE: December 1, 2006

113

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A3. BASIC LOCAL EXCHANGE SERVICE

A3.6 Local Calling Areas (Cont'd)

A3.6.1 General (Cont'd)

13.	ocal Calling Area Lxchanges (Confd)		
	Exchange LATA	Limited Local Calling Area	Additional Exchanges
	Hickman Owensboro	Cayee Fulton Water Valley	Clinton, Mayfield Murray.
			Paducah, Symsonia
	Hopkinsville Owensboro	Bluff Springs Crofton, Gracey	Cadiz, Dawson Springs, Farlington,
		LaFayette Oak Grove Pembroke	Eddyville Ellston, Guthrie
			Mudisonville, Mortons Gap.
			Nortonville, Princeton, St. Charles,
			Sharon Grove, Trenton
	Inc. Winehester	Warfield	Louisa, Paintseille, South
			Williamsen
	Island Owenshorn	Callioun Livermore Sacramento	Bremen, Contentown Central City,
			Drakesboro Greenville
			Owensboro Pamther, Sorgho
			Utica West Louisville
	Jackson Winchester	Buckhorn', (Breathit County	Beattyville Hazard ¹ , Vicco ¹

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Note 1: Denotes Independent Company Exchange

GENERAL SUBSCRIBER SERVICES TARIFF

BLLESOUTH HTTPCOMMENICATIONS INC KENTLUKY ISSULD: November 16, 2006 BY LU Roberts, Je President - KY Louisville Kentucky PSC KY, LARIFF 2A Thirteenth Revised Page 7 Cancels Twelfth Revised Page 7 FFTLCTIVE: December 1, 2006

113

A3. BASIC LOCAL EXCHANGE SERVICE

A3.6 Local Calling Areas (Cont'd)

A3.6 f General (Cont'd)

Exchange4LATA	Limited Local Culling Area	Additional Exchanges
Tellico	Corbin, Williamsburg, Jellico	
	(Tunnessee) of which Jellico.	
	Kentucky is a part	
Jordan	Union City, (Tennessee)1, of which	
	Jordan is a part	
lunction City Winehester	Danville Perryville	Burgin, Cormshville, Crab Orchard Eubaule', Harrodsburg, Hustonville' Liberty', Salvisa, Stanford
Kirksville Winchester	Berga ² , Ford Paint Lick ² . Richmond Waco	Brodhead ⁷ , Laneaster ² , Lexington ² , Nicholasville ⁷
LaPayette Owensboro	Bluff Springs Crofton, Gracey	Cades, Earlington, Elliton.
	Hopkinsville, Oak Grove	Madisonville, Mortons Gap
	Pembroke	Nortonville, St. Charles, Trenton
LaGrange Louisvilk	Louisville, West Point, Zoneton*.	Bagdad, Bardstown Bedford
	and Indiana exchanges of	Hoomfield Campbellsburg.
	Charlestown ¹ , Galena ¹ , New	Carrollton Chaplin, Cropper Eminence Finchville, Lebanon
	Albany ¹ , Sellersburg ¹	Janution, Millon, Mt. Eden, Mt.
		Washington, New Haven, Port
		Royal, Rose Terrace Shelbyville.
		Shepherdsville, Simpsonville.
		Sulphur, Taylorsville, Waddy
Lawrenceburg Louisville	_	Chapler Franktor, Mt. Eden.
		Waddy
Lebanor, Junction Louisville	•	Bardstown, Caedia
		Elizabethtown Hodgenville
		LaGrange, Louisville, Mt
		Washington?, New Haven, Rose
		Termice, Shopherdsville, South
		Hardon*, West Point, Zoneton*

Note 1: Denotes Associated Company Exchange Note 2: Denotes Independent Company Exchange GENERAL SUBSCRIBER SERVICES TARIFF

BITTSOUTH
HTTCOMMENICATIONS INC
KINDERN
ISSUED: November to 2006
BY T. C. Roberts, Jr. President - KY
Loursville, Kentucky

PSC KY TARIFF 2A Fighth Revised Page 7.0.1 Cancels Seventh Revised Page 7.0.1 FFFF CTIVE Desember 1, 2006

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A3. BASIC LOCAL EXCHANGE SERVICE

A3.6 Local Calling Areas (Cont'd)

V3.6.1 General (Cont'd)

Exchange/LATA	Limited Local Calling Area	Additional Exchanges
Little Rock Winchester	Millersburg, North Middletown Paris	Carlisle Lexington Mt Sterling
Livennore Owenshoro	Calhour Island, Sacramento	Beaver Dam Bremen, Centertown Central City Drakesboro Greenville, Habit Hattford Owensboro, Panther Pleasant Ridge Utica
Louisa Winchester	Blaine ¹ Chapman. ² Fallsburg. ² Ft Gay (West Virginia) ¹	Catlensburg ¹ Inez, Paintsville Staffordsville - Warfield
1 ouis∞ille 1 ouisville	LaGrange, West Point Zoncton ¹ and Indiana exchanges of Charlestown ² , Galena ² New Albany ² Selfersburg ³	Bagdad, Bardstown, Bedford, Bloomfield, Campbellsburg Carrollton, Chaplin, Cropper, Eminence Finchville, Lebanon Junction, Milton, Mt. Eden, Mt. Washington ¹ , New Haven, Port Royal, Rose Terraca, Shelbyville Shepherdsville ¹ , Simpsortville, Sulphur, Taylorsville, Waddy
Macco Owenshoro	Ensor Habit, Owensboro Panther, Pleasant Ridge, Sorgho, Stanley, Utica, West Louisville, Whitesville	Fordsville. Hawesville, Lewisport
MacEville Winchester	Mooresville Springfield. Willisburg	Cornishville
Madisonville Owensboro	Dawson Springs, Earlington Hanson Mortons Gap, Scho Nortonville, St. Charles	Bluff Springs Clay, Crofton, Dixon, Gracey, Hopkinsville Labayette, Marion, Pembroke Princeton, Providence, Slaughters

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PSC KY TARIFT 2A Twelfth Revised Page 7.4 Cancels Eleventh Revised Page 7.1 FFFECTIVE: December 1, 2006

Wallins Creek, Williamsburg

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183

A3. BASIC LOCAL EXCHANGE SERVICE

A3.6 Local Calling Areas (Cont'd)

A3.6.1 General (Cont'd)

B. Local Calling	Arca Exchanges (Confd)		
	Exchange LATA Marion Owenshoro	f imited Local Calling Area Salem ¹	Additional Exchanges Aurora, Benton, Clay Eddyville Fredonia, Gilbertsville, Madisonville, Murray, Nebo, Padin ah, Princeton, Providence, Smithland ¹ , Symsonia, Sturgis
	Martin Wineliester	Affen McDowell Prestonsburg. Waykind, Wheelwright ¹	Pikcville, Tepmost'
	Mayfield Owensboro	Fancy Farm ^t Farmington ¹ Folsomdale ¹ , Lowes ² , Lynnville ⁴ Sedalia ¹ , West Plains ⁴ , Wingo ¹	Henton, Cayee, Clinton, Lulton, Hickman Kirksey ¹ Murray, Paducah Symsonia Water Valley
	Maysyille Winchester	Aberdeen (Ohio)* Dover! Fernleat!, Lewisburg (Mason County)!, Mays Lick!, Washington	Germantown ¹
	McCarr Winchester	Freeburn, South Williamson and West Virginia exchanges of Matewan ¹ , Delbarton ² , and Williamson ³	Elkhorn City Fedscreek Pikeville Stone, Virgue
	McDaniels Owensboro	Cloverport, Custer ¹ , Hardinsburg, Irvington ¹	Einsor, Fordsville Habit Hawesville Owensboro, Whitesville
	McDowell Winchester	Allen, Martin, Prestonsburg, Wayland, Wheelwright ¹	Pîkeville: Topmost ⁱ

Pineville, Cumberland Gap

Middlesboro Exchange

(Tennessee)² Cumberland Gap (Virginia) and Fork Ridge (Tennessee)² which is a part of the

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Muldlesboro Winchester

BELL SOUTH TELL COMMENICATIONS INC-KLNTUCKY 1881 FD, November 16, 2006

KLNTUCKY ISSULD, November To. 2006 BY T. C. Roberts, Jr., President - KY Louisville, Kentucky GENERAL SUBSCRIBER SERVICES TARIFT

PSC KY TARIF 2A
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EFFECTIVE December 1, 2006

Water Valley

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A3. BASIC LOCAL EXCHANGE SERVICE

A3.6 Local Calling Areas (Cont'd)

A3.6.1 General (Cont'd)

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Exclange l	ATA	Limited Local Calling Area	Additional Exchanges
Millersburg	Winchester	Little Rock North Middletown Paris	Carlisle Cynthiana, Lexington
Milton Loui	sville	Bedford	Campbelisburg, Carrollton, LaGrange, Louisville, Sulphur West Point
Mooresville	Winchester	Mackville, Springfield, Willisburg	Cornishville
Morganticle	l Ox enshoro	Stargis Uniontown'	Clay, Corydon, Dixon Hebbardsville, Henderson, Owensboro, Pauther, Providence, Robards, Sebree, Sorgho, Stanley West Fonisville
Morgantove	n Owensboro	Logansport ¹ , Rochester ¹	Auburn ¹ , Beaver Dam Bowling Green Dimmor ¹ Hartford, Lewisburg ² Woodburn
Afortons Gu	p Owenshara	Dawson Springs, Earlington Hanson, Madisonville, Nebo Nortonville, St. Charles	Hluft Springs, Crofton Graccy Hopkinsville, LaFayette, Pembrokt
Mount Edei	i Lomsville	Bagdad Cropper Finchville, Shelbyville, Simpsonville Waddy	Bardstown, Bloomfield, Chaplin, LaGrange, Lawrenecburg, Louisville, New Haven, Faylorsville, West Point
Mount Sterl	ang/Winchester		Irvine ⁴ , Little Rock, North Middleton Stanton, Winchester
Marray Ou	ensbore	Aurora Bardin ¹ , Hazel ¹ , Kirlsey ¹ , Lynn Grove ¹ New Concord ¹	Benton, Cadiz, Calvert City ¹ , Canton, Cayce, Climon, Eddyville, Farmington, Tairdealing, ³ Fredonia Enlton Gilbertsville Hickman, Marion, May field, Paducah, Sedaha ¹ , Synsoma

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GENERAL SUBSCRIBER SERVICES TARIFF

BELL SOUTH THE COMMUNICATIONS, INC. KLND CKY ISSUED: November 16, 2006 BY E.C. Roberts Jr., Presidents KY Louisville, Kentucky PSC KY, TARIFF 2A Tenth Revised Page 8 0.1 Cancels Ninth Revised Page 8 0.1 EFFECTIVE: December 1, 2006

A3 BASIC LOCAL EXCHANGE SERVICE

A3.6 Local Calling Areas (Cont'd)

A3.6.1 General (Cont'd)

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Exchange/LATA	Limited Local Calling Area	Additional Exchanges	
Nebo Owensboro	Dawson Springs Earlington	Clay Dixon Marion, Princeton	
	Hanson Madisonville, Mortons Gap, Nortonville, St. Charles	Providence, Slaughters	
Scon Winchester	Jenkins ¹ Whitesburg	Cumberland Pikeville, Virgic	
New Haven Louisville	Bardstown Bloomfield Chaplin	Cecilia ¹ , Elizabethtown ¹	
		Hodgenville ¹ . Latirange Lebanon ¹	
		Lebanon Junction. Loretto ¹ .	
		Louisville, Mt. Eden, South	
		Hardin ¹ , Taylorsville West Point	
New Liberty/Lamisville	Owenlon	Carrollton Eminence, Frankfort	
·		Ghent, Port Royal	
North Middletown Winchester	Little Rock Millersburg Paris	Lexington ^t Mt. Sterling	
		Winchester	
Nortonville Owensboro	Dawson Springs, Earlington,	Bluff Springs, Crofton, Gracey,	
	Hauson, Madisonville Mortons	Hopkinsville, Lafayette Pembroke	

Gap. Nebo, St. Charles

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BLLESOUTH
HATCOMAICNICATIONS, INC
RENTLICKY
ISSUED: November 16, 2006
BY E.C. Roberts, Jr. Presidents KY
Louisville, Kentucky

GENERAL SUBSCRIBER SERVICES TARIFF

PSC KA TARIFF 2A Thirteenth Revised Page 8.1 Caucels Twelfth Revised Page 8.1 EFFECTIVE: December 1, 2006

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A3. BASIC LOCAL EXCHANGE SERVICE

A3.6 Local Calling Areas (Cont'd)

A3.6.1 General (Cont'd)

Exchange/LATA	Limited Local Calling Area	Additional Exchanges
Oak Grove Nashville. '	• • •	
Owensboto Owensbort	Ensor Habit Maceo, Panther, Plensant Ridge Sorgho Stanley, Utica West Louisville, Whitesville	Drakesboro, Fordsville, Green ille Hartford, Hardinsburg, Hawesvill- Hebbardsville, Henderson, Island Livermore, McDaniels Morganfield, Robards, Sacrament Sebree, Sturgis
Owenton Louisville	New Liberty	Emmence Frankfort Ghent Port Royal
faincah Owenshoro	Heath ² , Kexil ⁴ Symsonia	Aurora, Benton Calvert City ¹ Cayce Clinton, Cunningham Eddyville Fairdealing ¹ Fancy Farm ¹ , Farmington ¹ , Folsomdale ¹ Fredonia, Fulton Gilbertsville, Hardin ¹ Hazel ¹ , Hickman Kirksey ¹ Lowes ¹ Lynn Grove ¹ Lynnville ¹ , Marion Mnyfield, Murray, New Concord Princeton, Sedalia ¹ , Smithland ¹ Water Valley, West Plains Wingo ¹

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BELLSOCIE THE COMMUNICATIONS, INC KENDUCKY

1881 FD: November 16, 2006 465 J. C. Roberts, Jr. President - KY Lemsville, Kentucky

GENERAL SUBSCRIBER SERVICES TARIET PSC KY TARIFF 2A Second Revised Page 8-1-1 Cancels First Revised Page 8-1-1 HITE TIVE: December 1, 2006

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A3. BASIC LOCAL EXCHANGE SERVICE

A3.6 Local Calling Areas (Cont'd)

A3.6.1 General (Cont'd)

13.	Local Colling Area Exchanges (Cont.d)			
	Exchanged ATA	Limited Local Calling Area	Additional Exchanges	

I lat Gap¹. Staffordsville¹ Paintsville/Winchester Inez, Louisa, Prestonsburg, South Williamson, Warfield Bremen Calhoun, Central City. Parither Dwensboro Ensor Habit Maceo, Owensboro Pleasant Ridge, Sorgho, Stanley, Clay, Corydon Dixon, Drakesboro Utica, West Louisville, Whitesville, Greenville, Hebbardsville, Henderson, Island, Livermore, Morganfield, Robards, Sacramento, Schroe, Sturgis Carlisle, Cynthiana, Georgetown

Paris Winchester Little Rock, Millersburg, North Lexington¹. Winehester Middletown

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GENERAL SUBSCRIBER SERVICES TARIFF

BLLESOL HI THEF COMMENICATIONS INC KENTLACKY 188U D. November 16, 2006 BY: L. C. Roberts, 3r. President - KY Louisville, Kentucky PSC KV TARIFF 2A Seventh Revised Page 8/2 Cancels Sixth Revised Page 8/2 EFFF CTIVE: December 1, 2006

143

A3. BASIC LOCAL EXCHANGE SERVICE

A3.6 Local Calling Areas (Cont'd)

A3.6.1 General (Conf'd)

13	Local Calling	Area Exchanges (Cont.d)		
		Exchange/LATA	Limited Local Calling Arca	Additional Exchanges Cadiz Earlington, Elleton, Guthric.
		Pembroke Owensboro	Bluff Springs Crofton, Gracey Hopkinsville 1 af ayette Oak	Madisonville Mortons Gap
			Grove	Nortonville, St. Charles, Sharon Grove, Trenton
		Perryville Winchester	Danville Junction City	Burgin, Cornishville, Crab Orchard
			•	Harrodsburg, Hustonville ¹
		Pikeville Winchester	Elkhorn City, Fedscreek, Grethel	Liberty ¹ , Salvisa, Stanford Allen, Freeburn Jenkins ¹ , Martin
		Fixevine winenesici	Harold ¹ . Virgic	McCarr McDowell Neon.
			·	Prestonsburg South Williamson
		Pineville Winehester	Middleshoro	Stone Wayland Whitesburg Evarts ¹ Harlan Wallins Creek.
		1 TATE 5 TELE - 4 TATE 11 C 11		

Williamsburg

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All BellSouth marks contained herein and as set forth in the trademarks and service marks section of the BellSouth Tariffs are owned by BellSouth Intellectual Property Corporation

BELLSOUTH THEFCOMMUNICATIONS INC KUNIFCKY

RUNIT CKY ISSEI D. November 16, 2006 BY E.C. Robetts, Jr. President - KY Loursville, Kenmely

GENERAL SUBSCRIBER SERVICES TARIFF

PSC KV TARIET 2A Fourteenth Revised Page 9 Cancels Thirteenth Revised Page 9 FFFF CTIVE December 1 2006

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A3 BASIC LOCAL EXCHANGE SERVICE

A3.6 Local Calling Areas (Cont'd)

A3.6 1 General (Cont'd)

В	Local Calling	Area Exchanges (Cont'd)		
		Exchange/LA1A	Limited Local Calling Area	Additional Exchanges
		Pleasant Ridge Owensboro	Ensor Hubit, Macco Owensboro Panther Sorgho, Stanley Utica West Louisville, Whitesville	Beaver Dam Centertown, Fordsville Hartford Livermore
		Port Royal Louisville	Campbellsburg, Eminence, Sulphur	Bagdad Bedford, Carrollton Cropper Frankfort, Ghent, LaGrange, Louisville, New Liberty Owenton, Simpsonville Shelbyville, West Point
		Prestonsburg Winchester	Allen, Martin McDowell Wayland Wheelwright ¹	Paintsville. Pikeville. Topmost ¹
		Princeton Owensboro	Eddyville Fredonia	Cadiz Dawson Springs. Earlington Gilbertsville. Gracey, Hopkinsville Madisonville. Marion Nebo, Paducah, Providence. Smithland ¹ . Symsonia
		Providence Owensboro	Clay, Dixon Sebree, Slaughters	Madisonville Marion Morganfield. Nebo, Princeton, Sturgis
		Richmond Winchester	Berea ¹ Ford, Kirksville, Paint Liek ¹ Waeo	Brodhead ¹ Irvino ¹ , Lancaster ¹ , Lexington ¹ , Mt. Vernon ¹ Winchester
		Robards Owensbaro	Corydon, Hebbardsville, Henderson	Clay, Dixon Morgantield, Owenshoro, Pamber Schree, Sorgho, Stanley, Sturgis West Louisville
		Rose Terrace Louisville	Radelift ¹ . Vine Grove ¹ Brandenburg ¹ , North Garrett ¹ Battletown ¹ , Payneville ³ Irvington ¹	Cecilia [†] Flizabethtown [†] LaGrange Lebanon Junction, Louisville Mt. Washington [†] , Shepherdsville [†] West Point, Zoneton [†]

Note 1: Denotes Independent Company Exchange.

GENERAL SUBSCRIBER SERVICES TARIFF

BELLSOUTH
THE COMMUNICATIONS INC
KENTH CKY
188ULD November 16, 2006
BY: F.C. Roberts, Jr., President - KY
Founsville, Kentucky

PSC KY TARHET 2A Sixth Revised Page 9.0 1 Cancels Fifth Revised Page 9.0.1 EFFECTIVE: December 1, 2006

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A3. BASIC LOCAL EXCHANGE SERVICE

A3 6 Local Calling Areas (Cont'd)

33.6.1 General (Cont'd)

В	Local Calling	Nies Exchanges (Cont.d)		
		Exchange/LATA Russellville Ovensboro	Limited Local Calling Area Adairville ¹ Auburn ¹ , Dunmor ¹ Lewisburg (Logan Co.) ¹	Additional Exchanges Bowling Green Flkton Franklin Guthrie Sharon Grove, Trenton Woodburn
		Sacramento Oxensboro	Calhoun Island Lovermore	Bremen, Central City. Drakesboro Greenville Owensboro Panther, Sorgho Utica, West Lonsville
		Sadicville Winchester	Georgetown, Lexington ¹ , Midway I Sumping Ground	
		Saint Charles Owensboro	Dawson Springs, Earlington. Hanson Madisonville Mortons Gap, Nebo, Nortonville	Bluff Springs, Crofton, Gracey, Hopkinsville, LaFayette, Pembroke
		Salvisa Winchester	Burgin, Cornishville, Harrodsburg	Crab Orchard Danville Junction City Perryville Stanford
		Sebuc Owenshoro	Clay, Dixon Providence Slaughters	Calhoun Corydon Hebbardsville, Henderson Morgantield Owenshoro Panther Robards, Sorgho, Stanley, Sturgis Utica, West Louisville
		Sharon Grove Owensboro	Likton Guthrie Trenton	Bluff Springs Dumnor ¹ . Hopkinsville, Lewisburg ¹ . Pembroke, Russelly He
		Shellyvalle Umisville	Bagdad, Cropper, Finchville, Mt. Eden, Simpsonville, Waddy	Campbell-burg, Lininence Frankfort TaGrange, Louisville, Port Royal, Sulphur Taylorsville West Point

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GENERAL SUBSCRIBER SERVICES TARIFF

BITTSOUTH HTECOMMUNICATIONS, INC. KENTLUKY BSCFD: November 16, 2006 BY T.C. Roberts, Jr. President - KY Leutsville, Kentucky PSC KY, 3 ARIFF 2A Twelfilih Revised Page 9.1 Cancels Edeventh Revised Page 9.1 FFTTC TIVL: December 1, 2006

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A3. BASIC LOCAL EXCHANGE SERVICE

A3.6 Local Calling Areas (Cont'd)

A3 6.1 General (Cont'd)

В.	Local Calling Area Exchanges (Com'd)		
	Exchange EATA Simpsonville Louisville	Limited Local Calling Area Bagdad Cropper Finchville Mt Eden, Shelbyville, Waddy	Additional Exchanges Campbellsburg, Eminence Entirange, Louissille, Port Royal, Sulpbur, Taxboxxille, West Poir t
	Shinghters Owenshoro	Clay Dixon Providence Schree	Dawson Springs Earlington Hanson, Madisonville, Nebo
	Sorgho Owenshoro	Ensor, Habit, Macco, Owensboro, Panther Pleasant Ridge Stanley Utica West Louisville, Whitesville	Calhoun, Clay, Corydon, Dixon, Island, Hebbardsville, Henderson,
	South Williamson Winch	28ter M.C. arr. Stone, and West Virgina exchanges of Delharton ¹ . Matewan ¹ and Williamson ¹	Elkhorn City, Fedsereck, Freeburn hiez Paintsville Pikeville Virgie Warfield
	Springfield Winchester	Mackville Mooresville Willisburg	t Cornishville
	Stamping Ground Winch	ster Georgetown Lexington ² Midway ² Sadicville	Cymbiana
	Stanford Winehester	Crab Opeliard Hustonville ¹ . Eubank ²	Brodbead ² , Bryantsville ² , Burgin, Counshville, Danville, Harrodsburg, Junction City Lancaster ² , Liberty ² , Perryville, Salvisu, Science Hill
	Stanley Owenshoro	Fisor, Habit, Macco, Owensboro Painher, Pleasant Ridge Sorgho, Utica, West Louisville Whitesville	Clay, Corydon, Dixon. Hebbardsville, Henderson Morganfield, Robards, Scbree, Sturgis
	Stanten Winchester	•	Irvine, Mt. Sterling, Winchester
	Stone Winchester	South Williamson, Williamson (West Virginia) ¹	Elkhorn City Fedscreek Freeburn, McCarr, Pikeville, Virgie

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GENERAL SUBSCRIBER SERVICES TARBY

BLLESOF III
HELCOMMENICATIONS, INC.
KENTUCKY
ISSUED: November 16-2006
BY E.C. Roberts, Jr. President - KY
Lousville, Kennicky

PSCKY TARFF 2A Thirteenth Revised Page 10 Cancels Twelfth Revised Page 10 ELFECTIVE: December 1, 2006

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A3. BASIC LOCAL EXCHANGE SERVICE

A3.6 Local Calling Areas (Cont'd)

A3.6.1 General (Cont'd)

R. Local C	nting Area Exchanges (Cont.d)	C. S. D. Les Dr. A	
	Exchange/LATA Surge/Owensboro	Umited Local Calling Area Morganfield Uniontown'	Additional Exchanges Calhoun, Clay Corydon, Dixon Hebbardsville Henderson, Marion, Owensboro, Panther, Providence Robards, Schice Sorgho, Stanley, Urica, West Louisville
	Sulphur Louisville	Campbellsburg, Eminence, Porr Royal	Bugdad, Bedford, Carrollton Cropper, Valarange Louisville, Millon, Shelbyville, Simpsonville, West Point
	Symsonia Owensboro	Padueuh	Aurora Benton, Calvert City ¹ , Cayee, Ctimon, Eddyville, Fairdealing ¹ , Fancy Farm ¹ , Farmington ¹ , Folsonidale ¹ Fredonia, Fulton, Gilbertsville, Hardin ¹ , Hickman, Lowes ¹ , Lynnville ¹ , Marion, Mayfield, Murray, Princeton Sedalia ¹ Smithland ¹ , Water Valley, West Plains ¹ , Wingo ¹
	laylorsville Louisville	•	Bardstown, Bloomfield Chaplin, Finebville LaGrange Louisville, Mount Inden, Mount Washington ³ New Haven, Shelbyville, Shepherdsville ⁴ , Simpsonville West Point, Zoneron ⁵
	Treston Owenshoro	Filkton Guthrie Sharon Grove	Hopkinsville, LaFayette Pembroks Russetlvitle
	Utica Owensboro	Ensor, Habit, Macco, Owensboro Panther Pleasant Ridge Sorgho Stanley, West Louisville, Whitesville	Benver Dam Bremen, Calhoun Centertown, Central City, Clay, Dixon, Drakesboro, Fordsville, Greenville, Hartford, Island Lavermore, Sacramento, Sebree Sturgis

Note 1: Denotes Independent Company Exchange

PATRICIA STRUCTULATESION PART ASTORETSTING

GENERAL SUBSCRIBER SERVICES TARIFF

BLEESOLTH
HTTACOMMUNICATIONS INC
KENTUCKY
ISSUED: November 16, 2006
BY: U. Roberts D. President - KY
Louisville, Ecutacly

PSC KY TARRE 2A Eleventh Revised Page 10.0 1 Cancels Tenth Revised Page 10.0 1 F1FFCTIVE: December 1, 2006

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A3. BASIC LOCAL EXCHANGE SERVICE

A3.6 Local Calling Areas (Cont'd)

A3.64 General (Cont'd)

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Local Calling Stea Exchanges (Com d)		
Exchange/LATA Virgie Winchester	Limited I ocal Calling Area Elkhorn City, Fedscreek Pikeville	Additional Exchanges Cumberland', Freeburn Jenkins' McCarr, Neon South Williamson Stone, Whitesburg
Waco Winchester Waddy't omsville	Berea ¹ Ford Kirksville Richmone Bagdad, Cropper Emelwille, Mt Uden, Shelbyville Simpsonville	
Wallins Creek Winchester	Bledsoe [†] Harlan	Benham-Lynch, Cumberland ² , Evarts ¹ Middlesboro, Purcytle
Warlield Winchester	Incz. Kermit (West Virginia)?	Louisa, Paintsville, South Williamson
Water Valley Owensboro	Cayce, Hickman, Fulton	Clinton, Fancy Latta ¹ , Fartuington ¹ , Folsomdale ¹ , Lowes ¹ , Lyunville ¹ , Murray, Mayfield, Paducali, Sedalia ¹ , Symsottia, West Plains ¹ , Wingo ¹
Wayland Winchester	Allen, Martin, McDowell, Monsie ¹ Prestonburg, Topmost ¹ , Wheelwright ¹	, Pikeville
West Louisville Owensboro	Ensor, Habit, Macco, Owenshoro, Panther Pleasam Ridge Songho, Stanley Laica Whitesville	Calhoun Clay, Corydon Dixon, Hebbardsville, Henderson Island, Morganfield, Robards, Sacramento, Sebree, Sturgis

Note 1: Denotes Independent Company Exchange Note 2: Denotes Associated Company Exchange BLLESOUTH
THE COMMENT A HONS INC
KENTUCKY
ISSUED, November 16, 2006
BY F.C. Roberts, Jr., President - KA

Foursville Kentacky

GENERAL SUBSCRIBER SERVICES TARIFF

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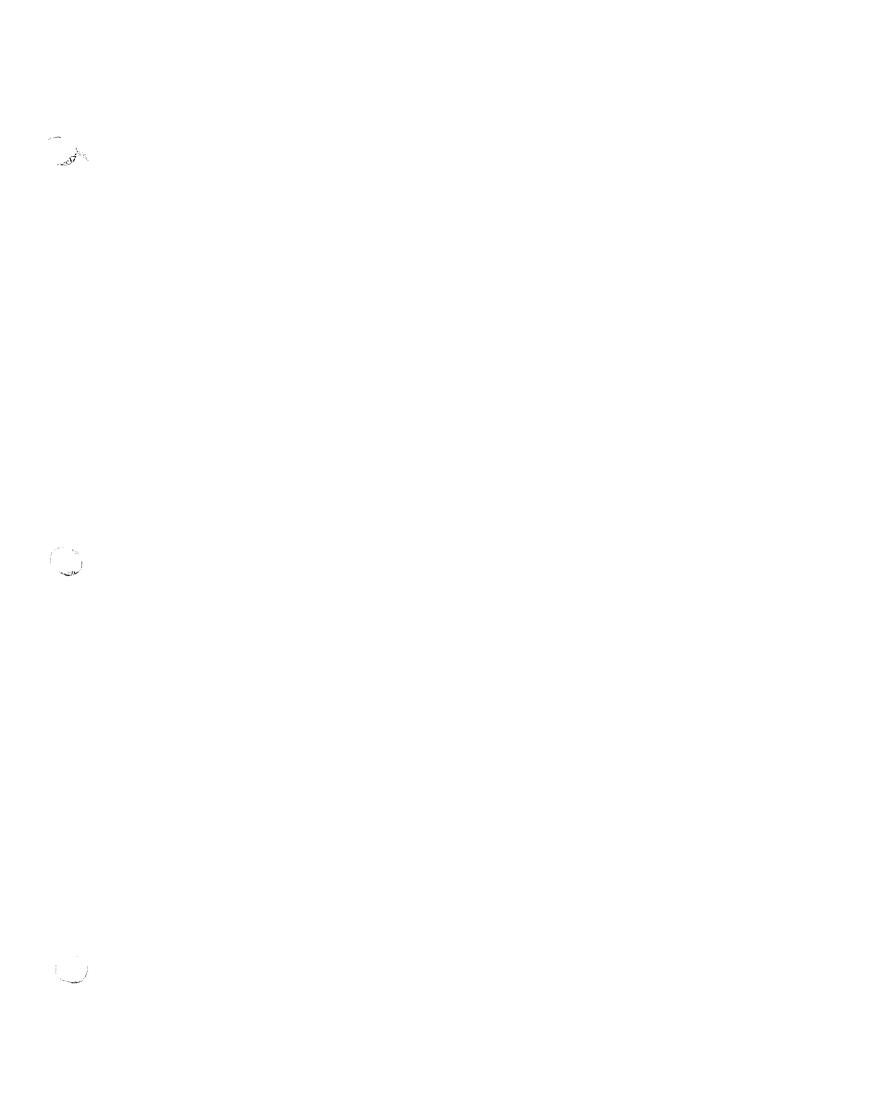
A3. BASIC LOCAL EXCHANGE SERVICE

A3.6 Local Calling Areas (Cont'd)

A3.6.1 General (Cont'd)

Exchange/LATA West Point Louisville	Limited Local Calling Area fonisville, LaGrange Zoneton ¹ an Indiana exchanges of Charlestown ² Galena ² , New Albany ² , and Sellersburg ²	Bloomfield Campbellsburg Carrollton Chaptin Cropper			
	Indiana exchanges of Charlestown Galena ² . New Albany ² , and	Bloomfield Campbellsburg Carrollton Chaptin Cropper			
	Galena ² , New Albany ³ , and	Carrollton Chaplin Cropper			
		Edizabethrown ⁴ , Enumence			
		Finchville, Lebanon Innetion.			
		Milton, Mr. Eden, Mr.			
		Washington ¹ , New Haven, Port			
		Royal Rose Terrace, Shelbyvifle			
		Shepherdsville Simpsonville			
		Sulphin Taylorsville, Waddy			
Whitesburg-Winehester	Jenkins Neon	Benham-Lynch Cumberland ¹			
		Evarts', Hazard' Leatherwood(
		Pikeville Vicco [†] Virgic			
Whitesville Owensboro	Ensor, Habit, Macco, Owensboro	Cloverpon, Fordsville.			
	Panther, Pleasant Ridge Sorgho	Hardinsburg, Hartford, Hawesville,			
	Stanley, Utica West Louisville	McDamels			
Williamsburg/Winchester	Corbin and Jellico	Enst Bernstadt : London ¹ .			
	(Tennessee) including Jellico Ky	Middlesboro Pineville			
Willisburg, Winchester	Mackville, Mooresville, Springfield Cornishville				
Winchester Winchester	1-ord	Irvine ¹ Lexington ¹ Mt Sterling			
		North Middleton, Paris, Richmond,			
		Stanton, Waco			
Woodburn Owenshoro	Bowling Green	Adairville ¹ Aubum ¹ ,			
		Brownsville Dummor', Frankfin.			
		Lewisburg', Logansport'.			
		Morgantown, Rochester			

Note 1: Denotes Independent Company Exchange Note 2: Denotes Associated Company Exchange



AT&T Kentucky
KY PSC Docket No. 2006-00448
South Central Telcom, LLC's First Set of Data Requests
Received Date: June 2, 2008
Item No. 4
Page 1 of 1

REQUEST: Please identify all BellSouth exchanges that are subject to any nonoptional EAS calling arrangements between the parties.

RESPONSE: According to South Central Telcom's tariff on file with the Kentucky Public Service Commission, the only exchange in which South Central Telcom, the CLEC, provides basic local exchange service is Glasgow. Glasgow is not in the non-optional EAS calling area of any AT&T Kentucky (f/k/a BellSouth) exchange. There is no non-optional EAS calling arrangement between the Parties.

If this data request refers to the exchanges served by South Central Rural Telephone Cooperative Corporation, Inc., the ILEC, that company's tariff on file with the Kentucky Public Service Commission indicates that it provides basic local exchange service in the following exchanges: Bonnieville, Buffalo, Canmer, Cave City, Center, Edmonton, Fountain Run, Gamaliel, Glasgow, Hiseville, Horse Cave, Lucas, Magnolia, Munfordville, Summer Shade, and Temple Hill. None of these exchanges is in the non-optional EAS calling area of any AT&T Kentucky (f/k/a BellSouth) exchange. There is no non-optional EAS calling arrangement between the parties.

See AT&T Kentucky's response to Data Request Item No. 3 for copies of the South Central Telcom (CLEC), South Central Rural Telephone Cooperative Corporation, Inc. (ILEC), and AT&T Kentucky tariffs that support this response.



AT&T Kentucky KY PSC Docket No. 2006-00448 South Central Telcom, LLC's First Set of Data Requests

Received Date: June 2, 2008

Item No. 5 Page 1 of 1

REQUEST: Please identify the date(s) upon which BellSouth requested interconnection with South Central.

RESPONSE: South Central Telcom (CLEC) provided AT&T Kentucky (f/k/a BellSouth) with its NXX and exchange codes and provided routing pursuant to the national Local Exchange Routing Guide (LERG). Rather than blocking South Central Telcom's traffic, AT&T Kentucky has followed the LERG by routing both AT&T Kentucky originated traffic and third party carrier-originated traffic (the vast majority of the traffic) to South Central Telcom, the CLEC, via the two 2-way Common Transport Trunk Groups (CTTGs) established between AT&T Kentucky and South Central Rural Telephone, the ILEC, an affiliate of South Central Telcom. After South Central Telcom indicated it did not want to enter into AT&T's standard interconnection agreement, AT&T Kentucky sent an abbreviated interconnection agreement to South Central Telcom on November 7, 2007, in an effort to negotiate an appropriate interconnection agreement.

AT&T Kentucky has attached documents that support this response.

KPSC Docket No. 2006-00448

AT&T Kentucky's Attachment to

Request for Information Item No. 5

Taylor, Tony A

From:

Taylor, Tony A

Sent:

Wednesday, November 07, 2007 4:16 PM

To:

'dcb@scrtc.com'

Subject:

Abbreviated Interconnection Agreement for exchange of traffic between SCT and AT&T KY.

Attachments:

GeneralTermsandConditions NB082807.doc; South Central Att1-NtwkInterconnection

NB082807 doc; Attachment2-Billing NB082807 doc; Exhibit A xls









GeneralTermsandC onditions NB08... Att1-NtwkInterco... NB082807.d...

South Central Attachment2-Billing Exhibit A.xls (29

Donnie,

Please find attached a proposed interconnection agreement that will accommodate the exchange and compensation of traffic of the type covered in South Central Telecom's (SCT) complaint filed at the Kentucky PSC (Case No. 2006-00488). As we discussed at the informal conference on March 21, 2007, this is a greatly shortened interconnection agreement as opposed to our standard CLEC agreement used when the CLEC is competing for local customers in our service area. Hopefully this will be acceptable to SCT. Of course, the attached agreement is part of a comprehensive approach to settling the issue of the complaint currently before the Commission. If there is an interest on SCT's part, I'd be more than happy to explore with you the current complaint to see if we can resolve this issue through some type of settlement.

The AT&T negotiator for South Central Telecom is Nicole Bracy. Should you wish to propose changes or have questions regarding this agreement, please feel free to contact Nicole at her office number, (404) 927-7596, or via her email address at nb0183@att.com. Of course I am more than happy to discuss this with you and can pull Nicole into a conversation as necessary.

Thank you for your time and I look forward to hearing from you.

Sincerely,

Tony Taylor AT&T Kentucky Director External & Legislative Affairs 601 West Chestnut St Louisville, KY 40203 Office 502-582-2164 Cell 502-930-1390 tony.taylor@att.com

AGREEMENT GENERAL TERMS AND CONDITIONS

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

WITNESSETH

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

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

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

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

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

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

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

Definitions

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

Version: Indirect Interconnection Agreement

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

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

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

End User means the ultimate user of the Telecommunications Service.

FCC means the Federal Communications Commission.

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

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

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

1 CLEC Certification

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

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

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

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

2 Term of the Agreement

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

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

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

3 Nondiscriminatory Access

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

4. Liability and Indemnification

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

Version: Indirect Interconnection Agreement

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

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

- 4.3.4 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.
- Indemnification for Certain Claims. Except as otherwise set forth in this
 Agreement and except to the extent caused by the indemnified Party's gross
 negligence or willful misconduct, the Party providing services hereunder, its
 Affiliates and its parent company, shall be indemnified, defended and held
 harmless by the Party receiving services hereunder against any claim, loss or
 damage arising from the receiving Party's use of the services provided under this
 Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising
 from the content of the receiving Party's own communications, or (2) any claim,
 loss or damage claimed by the End User of the Party receiving services arising
 from such company's use or reliance on the providing Party's services, actions,
 duties, or obligations arising out of this Agreement.
- 4.5 <u>Disclaimer.</u> EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

5 Intellectual Property Rights and Indemnification

- No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. The Parties are strictly prohibited from any use, including but not limited to, in the selling, marketing, promoting or advertising of telecommunications services, of any name, service mark, logo or trademark (collectively, the "Marks") of the other Party. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use. The Parties acknowledge that they are separate and distinct and that each provides a separate and distinct service and agree that neither Party may, expressly or impliedly, state, advertise or market that it is or offers the same service as the other Party or engage in any other activity that may result in a likelihood of confusion between its own service and the service of the other Party.
- 5.2 Ownership of Intellectual Property. Any intellectual property that originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited, non-assignable, non-exclusive, non-transferable license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right, now or hereafter owned,

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

5.3 <u>Intellectual Property Remedies</u>

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

5.3.2 <u>Claim of Infringement</u>

- In the event that use of any facilities or equipment (including software), becomes, or in the reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party, promptly and at its sole expense and sole option, but subject to the limitations of liability set forth below, shall:
- 5.3.2.2 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
- 5.3.2.3 obtain a license sufficient to allow such use to continue.
- In the event Sections 5.3.2.2 or 5.3.2.3 above are commercially unreasonable, then said Party may terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.
- Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor, provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.
- 5.3.4 <u>Exclusive Remedy</u>. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual

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

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

6 Proprietary and Confidential Information

- It may be necessary for AT&T and <<customer_short_name>>, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.
- 6.2 Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees consultants, contractors and agents of Recipient or its Affiliates with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipients may make tangible or electronic copies, notes, summaries or extracts of Information only as necessary for use as authorized herein. All tangible or electronic copies, notes, summaries or extracts must be marked with the same confidential and proprietary notice as appears on the original. Information remains at all times the property of the Discloser. Upon Discloser's request, all or any requested portion of the Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any Information) will be promptly returned to Disclosure or destroyed, and Recipient will provide Discloser with written certification stating that such information has been returned or destroyed.

6.3 Exceptions

- Recipient will not have an obligation to protect any portion of the Information which:
- (a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.

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

7 Resolution of Disputes

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

8 Taxes

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

Version: Indirect Interconnection Agreement

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

Version: Indirect Interconnection Agreement

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

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

Version: Indirect Interconnection Agreement

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

- Additional Provisions Applicable to All Taxes and Fees. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.
- 8.6 Notwithstanding any provision of this Agreement to the contrary, any administrative, judicial, or other proceeding concerning the application or amount of a tax or fee shall be maintained in accordance with the provisions of this Section and any applicable federal, state or local law governing the resolution of such disputed tax or fee; and under no circumstances shall either Party have the right to bring a dispute related to the application or amount of a tax or fee before a regulatory authority.

9 Force Majeure

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

10 Adoption of Agreements

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

Version: Indirect Interconnection Agreement

11 Modification of Agreement

- If a Party changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of that Party to notify the other Party of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.
- In the event <<customer_short_name>> desires to transfer any services hereunder to another provider of Telecommunications Service, or <<customer_short_name>> desires to assume hereunder any services provisioned by AT&T to another provider of Telecommunications Service, the implementation of such transfer of services by AT&T shall be subject to separately negotiated rates, terms and conditions.
- No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

11.3 Intervening Law

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

12 Non-waiver of Legal Rights

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

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

13 Indivisibility

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

14 Severability

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

15 Non-Waivers

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

16 Governing Law

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

17 Assignments and Transfers

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

Version: Indirect Interconnection Agreement

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

18 Notices

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

AT&T

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

and

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

<customer_name></customer_name>						
					-	
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or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

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

Version: Indirect Interconnection Agreement

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

19 Rule of Construction

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

20 Headings of No Force or Effect

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

21 Multiple Counterparts

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

22 Filing of Agreement

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

23 Compliance with Law

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

Version: Indirect Interconnection Agreement

24 Necessary Approvals

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

25 Good Faith Performance

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

26 Rates

- The Parties shall pay to each other the applicable charges set forth in this Agreement. In the event that either Party is unable to bill the applicable rate for any Service, or if no rate is established or included in this Agreement, each Party reserves the right to back bill the other for such rate, or for the difference between the rate actually billed and the rate that should have been billed pursuant to this Agreement; provided, however, that subject to <customer_short_name>>'s agreement to the limitation regarding billing disputes as described in Section 2.2 of Attachment 2 hereof, AT&T shall not back bill any amounts for services rendered more than twelve (12) months prior to the date that the charges or additional charges for such services are actually billed. Notwithstanding the foregoing, both Parties recognize that situations may exist which could necessitate back billing beyond twelve (12) months. These exceptions are:
 - Charges connected with jointly provided services whereby meet point billing guidelines require either Party to rely on records provided by a third party and such records have not been provided in a timely manner;
 - Charges incorrectly billed due to erroneous information supplied by the non-billing Party;
 - Charges for which a regulatory body has granted, or a regulatory change permits, the billing Party the authority to back bill.
- To the extent a rate element is omitted or no rate is established for a particular Service, the providing Party has the right not to provision such Service until the Agreement is amended to include such rate.
- To the extent either Party requests a service from the other that is not included in this Agreement, such service shall be provisioned pursuant to the rates, terms and conditions set forth in the providing Party's applicable tariffs, or pursuant to a separately negotiated agreement.

Version: Indirect Interconnection Agreement

Draft as of 06/07/07

27 Survival

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

28 Entire Agreement

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

 Network Interconnection
 Billing
- Centralized Message Distribution Service (CMDS) is included as an option for purchase by <<customer_short_name>> pursuant to the terms and conditions set forth in this Agreement. <<customer_short_name>> may elect to purchase said service by written request to its Local Contract Manger if applicable.
- Any reference throughout this Agreement to a tariff, industry guideline, AT&T's technical guideline or reference, AT&T business rule, guide or other such document containing processes or specifications applicable to the services provided pursuant to this agreement, shall be construed to refer to only those provisions thereof that are applicable to these services, and shall include any successor or replacement versions thereof, all as they are amended from time to time and all of which are incorporated herein by reference and may be found at AT&T's Interconnection Web site at: www.interconnection.bellsouth.com. References to state tariffs throughout this Agreement shall be to the tariff for the state in which the services were provisioned.

Version: Indirect Interconnection Agreement

Draft as of 06/07/07

Attachment 1

Network Interconnection

TABLE OF CONTENTS

1			
2			
3	Direct Interconnection	5	
4	•		
5			
6 Forecasting for Trunk Provisioning for Direct Interconnection		14	
7	Indirect Interconnection		
8	Additional Requirements for Direct and Indirect Interconnection	20	
Rates		Exhibit A	
Basic Architecture		Exhibit B	
One Way Architecture		Exhibit C	
Two Way Architecture		Exhibit D	

NETWORK INTERCONNECTION

-	
1	General
1	Crenerai

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

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

- 2.1 Automatic Location Identification (ALI) is a feature by which the address associated with the calling party's telephone number (ANI) is forwarded to the PSAP for display. Access to the ALI database is described in Attachment 2 to this Agreement.
- 2.2 Automatic Number Identification (ANI) corresponds to the seven-digit telephone number assigned by the serving local exchange carrier.
- 2.3 AT&T Trunk Group is defined as a one-way trunk group carrying AT&T originated traffic to be terminated by <<customer short name>>.
- 2.4 911 Service is as described in this Attachment.
- 2.5 Call Termination has the meaning set forth for "termination" in 47 C.F.R. § 51.701(d).
- 2.6 Call Transport has the meaning set forth for "transport" in 47 C.F.R. § 51.701(c).
- 2.7 Call Transport and Termination is used collectively to mean the switching and transport functions from the Interconnection Point to the last point of switching.
- Common (Shared) Transport is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between (1) the terminating Party's tandem switch and end office switch, (2) between the terminating Party's tandem switches, and/or (3) between the terminating Party's host and remote end office switches. All switches referred herein must be entered into The Telcordia® LERGTM Routing Guide (LERG).
- 2.9 Dedicated Interoffice Facility is defined as a switch transport facility between a Party's Serving Wire Center and the first point of switching within the LATA on the other Party's network.

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

Version: 2Q07 Indirect Interconnection Agreement

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

3 Direct Interconnection

- Direct Interconnection may be provided by the Parties at any technically feasible point within AT&T's network. Direct Interconnection will be provided either through Dedicated Facilities as described in Section 3.2 or by Fiber Meet as described in Section 3.3.
- Each Party is responsible for providing, engineering and maintaining the network on its side of the IP. An IP must be located within AT&T's serving territory in the LATA in which traffic is originating. An IP determines the point at which the originating Party shall deliver Local Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic, and Transit Traffic for termination. Both Parties will act in good faith to ensure that any IP is efficient for both Parties, to the extent possible.
- 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

Version: 2Q07 Indirect Interconnection Agreement

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.

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

3.2 Interconnection via Dedicated Facilities

- 3.2.1 Local Channel Facilities. As part of Call Transport and Termination, the originating Party may obtain Local Channel facilities from the terminating Party. The percentage of Local Channel facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as set forth in this Attachment. The charges applied to the percentage of Local Channel facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF factor are as set forth in Exhibit A. The remaining percentage of Local Channel facilities shall be billed at AT&T's intrastate Access Services Tariff or AT&T's FCC No. 1 Tariff rates.
- Dedicated Interoffice Facilities. As a part of Call Transport and Termination, the originating Party may obtain Dedicated Interoffice Facilities from the terminating Party. The percentage of Dedicated Interoffice Facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the PLF factor as set forth in this Attachment. The charges applied to the percentage of the Dedicated Interoffice Facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF factor are as set forth in Exhibit A. The remaining percentage of the Dedicated Interoffice Facilities shall be billed at AT&T's intrastate Access Services Tariff or AT&T's FCC No. 1 Tariff rates.
- Fiber Meet. Notwithstanding Sections 3.1.1, 3.1.2, and 3.1.3 above, if </customer_short_name>> elects to establish interconnection with AT&T pursuant to a Fiber Meet Local Channel, <<customer_short_name>> and AT&T shall jointly engineer, operate and maintain a Synchronous Optical Network

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

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

4 Interconnection Trunk Group Architectures

- 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.
- 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.
- 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.
- Recurring and nonrecurring rates associated with interconnecting trunk groups between AT&T and <<customer_short_name>> are set forth in Exhibit A. To the extent a rate associated with the interconnecting trunk group is not set forth in Exhibit A, the rate shall be as set forth in the appropriate AT&T intrastate Access Services Tariff or AT&T's FCC No. 1 Tariff.
- 4.6 All trunk groups will be provisioned as SS7 capable where technically feasible. If SS7 is not technically feasible, multi-frequency (MF) protocol signaling shall be used.
- 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).
- 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

Version: 2Q07 Indirect Interconnection Agreement

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

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

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

- 4.9.2.2 One-Way Trunk Group Architecture. In one-way trunk group architecture, the Parties interconnect using three (3) separate trunk groups. A one-way trunk group provides Intratandem Access for << customer short name>>-originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic destined for AT&T end users. A second one-way trunk group carries AT&T-originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic destined for <<customer short name>> end users. A two-way trunk group provides Intratandem Access for <<customer short name>>'s originating and terminating Transit Traffic. This trunk group carries Transit Traffic between <<customer short name>> and ICOs, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with AT&T, and other network providers with which <<customer short name>> exchanges traffic. This trunk group also carries <<customer short name>> originated Transit Traffic transiting a single AT&T Access Tandem destined to third party tandems such as an ICO tandem or other CLEC tandem. AT&T originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to <<customer short name>>. The LERG contains current routing and tandem serving arrangements. The one-way trunk group architecture is illustrated in Exhibit C.
- Two-Way Trunk Group Architecture. The two-way trunk group Architecture 4.9.2.3 establishes one (1) two-way trunk group to provide Intratandem Access for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between <<customer short name>> and AT&T. In addition, a separate two-way transit trunk group must be established for <<customer short name>>'s originating and terminating Transit Traffic. This trunk group carries Transit Traffic between <<customer short name>> and ICOs, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with AT&T, and other network providers with which <<customer short name>> exchanges traffic. This trunk group also carries <<customer short name>> originated Transit Traffic transiting a single AT&T Access Tandem destined to third party tandems such as an ICO tandem or other CLEC tandem. AT&T originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to <<customer short name>>. However, where <<customer short name>> is responsive in a timely manner to AT&T's transport needs for its originated traffic, AT&T originating traffic will be placed on the two-way Local Traffic trunk group carrying ISP-Bound Traffic and IntraLATA Toll Traffic. The LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit D.

4.9.2.4 Multiple Tandem Access (MTA) Interconnection

- 4.9.2.4.1 Where <<customer short name>> does not choose access tandem interconnection at every AT&T Access Tandem within a LATA, <<customer short name>> must utilize AT&T's MTA interconnection. To utilize MTA <<customer short name>> must establish an interconnection trunk group(s) at a minimum of one (1) AT&T Access Tandem within each LATA as required. AT&T will route <<customer short name>>'s originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic for LATA wide transport and termination. <<customer short name>> must also establish an interconnection trunk group(s) at all AT&T Access Tandems where <<customer short name>> NXXs are homed as described in Section 4.9.2.1 above. If <<customer short name>> does not have NXXs homed at any particular AT&T Access Tandem within a LATA and elects not to establish an interconnection trunk group(s) at such AT&T Access Tandem, <<customer short name>> can order MTA in each AT&T Access Tandem within the LATA where it does have an interconnection trunk group(s) and AT&T will terminate <<customer short name>>'s Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to end users served through those AT&T Access Tandems where <<customer short name>> does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with AT&T's Ordering Guidelines
- 4.9.2.4.2
 <customer_short_name>> may also utilize MTA to route its originated Transit Traffic; provided, however, that MTA may not be utilized to route switched access traffic that transits the AT&T network to an IXC. Switched access traffic originated by or terminated to <<customer_short_name>> will be delivered to and from IXCs based on <<customer_short_name>> 's NXX access tandem homing arrangement as specified by <<customer_short_name>> in the LERG.
- 4.9.2.4.3 Compensation for MTA shall be at the applicable tandem switching and transport charges specified in Exhibit A and shall be billed in addition to any Call Transport and Termination charges.
- To the extent <<customer_short_name>> does not purchase MTA in a LATA served by multiple Access Tandems, <<customer_short_name>> must establish an interconnection trunk group(s) to every Access Tandem in the LATA to serve the entire LATA. To the extent <<customer_short_name>> routes its traffic in such a way that utilizes AT&T's MTA service without properly ordering MTA, <<customer_short_name>> shall pay AT&T the associated MTA charges.

4.9.3 Local Tandem Interconnection

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

those AT&T local tandems, and (2) for local Transit Traffic transported by AT&T for third party network providers who have also established an interconnection trunk group(s) at those AT&T local tandems

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

Version: 2Q07 Indirect Interconnection Agreement

4.9.4.2 Toll Free Traffic

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

5 Network Design And Management For Direct Interconnection

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

6 Forecasting for Trunk Provisioning for Direct Interconnection

- 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.
- 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>> oneway 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.
- 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).
- 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.

Version: 2Q07 Indirect Interconnection Agreement

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 <u>Trunk Utilization</u>

- 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.
- 6.42 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.
- 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.

- 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 twoway 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.
- To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.

7 INDIRECT INTERCONNECTION

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

Version: 2Q07 Indirect Interconnection Agreement

the Owensboro Arrangement for the establishment of an Indirect Interconnection with << CUSTOMER_SHORT_NAME>> for the exchange of traffic that originates and terminates within the Owensboro LATA.

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

responsibility of LEC and the Third Party carrier to inventory the numbering of TCIC codes on the trunk groups unique to each entity;

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

Version: 2Q07 Indirect Interconnection Agreement

- 7.7 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible, multi-frequency (MF) protocol signaling shall be used.
- In cases where either Party is also an IXC, that IXC's Feature Group D (FGD) trunk group(s) must remain separate from the local interconnection trunk group(s).
- 7.9 Trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable AT&T tariff if service is requested. The LERG contains current routing and tandem serving arrangements.
- 7.10 Multiple Tandem Access Interconnection. To the extent that <<customer short name>> does not establish interconnection trunk groups to each AT&T tandem(s) in the Owensboro LATA, through either Direct Interconnection or Indirect Interconnection, and where <<customer short name>> desires to deliver Local Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic and/or Transit Traffic to AT&T access tandems within the Owensboro LATA, other than the tandems(s) to which the Owensboro Arrangement has established interconnection trunk groups. <<customer short name>> will utilize Multiple Tandem Access (MTA). Where MTA is established, AT&T will route << customer short name>>'s originated Local Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic, and Transit Traffic for LATA wide transport and termination through Access Tandems other than those to which <<customer short name>> has established trunk groups using the Owensboro Arrangement. If << CUSTOMER SHORT NAME>> does not have NXXs homed at any particular AT&T access tandem within a LATA and elects not to establish an interconnection trunk group(s) at such AT&T access tandem, <<customer short name>> can order MTA in each AT&T access tandem within the LATA where it does have an interconnection trunk group(s) and AT&T will terminate << customer short name>>'s Local Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic and Transit Traffic to End Users served through those AT&T access tandems where << CUSTOMER SHORT NAME>> does not have an interconnection trunk group(s).
- Notwithstanding the foregoing, MTA may not be utilized to route switched access traffic that transits the AT&T network to an IXC. Switched access traffic originated by or terminated to <<customer_short_name>> will be delivered to and from IXCs based on <<customer_short_name>> 's NXX access tandem homing arrangement as specified by <<customer_short_name>> in the LERG.
- 7.10.2 Compensation for MTA shall be at the applicable tandem switching and transport charges specified in Exhibit A to this Attachment and shall be billed in addition to any Call Transport and Termination charges.
- 7.10.3 To the extent << CUSTOMER_SHORT_NAME>> routes its traffic in such a way that utilizes AT&T's MTA service without properly ordering MTA,

<< CUSTOMER_SHORT_NAME>> shall pay AT&T the associated MTA charges.

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

8 Additional Requirements for Direct and Indirect Interconnection

8.1 Local Dialing Parity

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

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

8.2 Interconnection Compensation

Version: 2Q07 Indirect Interconnection Agreement

- 8.2.1 Compensation for Call Transport and Termination for Local Traffic, ISP-Bound
 Traffic and IntraLATA Toll Traffic
- 8.2.1.1 For the purposes of this Attachment and for intercarrier compensation for Local Traffic exchanged between the Parties pursuant to this Attachment, Local Traffic is defined as any telephone call that originates from one Party's customer located in one exchange and terminates to the other Party's customer in either the same exchange, or other local calling area associated with the originating calling party's exchange as defined and specified in Section A3 of AT&T's GSST.
- 8.2.1.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.
- For purposes of this Attachment and for intercarrier compensation for ISP-Bound Traffic exchanged between the Parties, ISP-Bound Traffic is defined as calls to an information service provider or Internet Service Provider (ISP) that are dialed by using a local dialing pattern (seven (7) or ten (10) digits) by a calling party in one (1) exchange to an ISP server or modem in either the same exchange or other local calling area associated with the originating exchange as defined and specified in Section A3 of AT&T's GSST. ISP-Bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction.
- 8.2.1.3 Neither Party shall pay compensation to the other Party for per minute of use rate elements as set forth in Exhibit A associated with the Call Transport and Termination of Local Traffic or ISP-Bound Traffic.
- 8.2.1.3.1 For AT&T originated Local Traffic or ISP-Bound Traffic terminated by </customer_short_name>> and exchanged using indirect interconnection in accordance with Section 7, <<customer_short_name>> shall be responsible for any charges billed to AT&T by South Central Rural Telephone Cooperative Corp Inc.
- 8.2.1.4 The appropriate elemental rates set forth in Exhibit A shall apply for Transit Traffic as described in this Attachment and for MTA as described in this Attachment.
- 8.2.1.5 Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-Bound Traffic for purposes of determining compensation for the call. If </customer_short_name>> delivers Switched Access Traffic to AT&T for termination in violation of this Section, AT&T shall charge </customer_short_name>> terminating switched access charges as set forth in AT&T's Intrastate Access Services Tariff and/or AT&T's FCC No. 1 Tariff, as appropriate. Additionally, such delivery of traffic shall constitute improper use of AT&T facilities as set forth in Section 1.5.2 of Attachment 2 of this Agreement.

- 8.2.1.6 IntraLATA Toll Traffic is defined as all traffic, regardless of transport protocol method, that originates and terminates within a single LATA that is not Local Traffic or ISP-Bound traffic under this Attachment.
- 8.2.1.6.1 For terminating its intraLATA toll traffic on the other Party's network, the originating Party will pay the terminating Party, the terminating Party's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in the terminating Party's intrastate Access Services Tariffs and/or FCC switched access tariff as filed and in effect with the appropriate Commission. The appropriate charges will be determined by the routing of the call. Additionally, if one (1) Party is the other Party's customer's presubscribed interexchange carrier or if one (1) Party's customer uses the other Party as an interexchange carrier on a 101XXXXX basis, the originating party will charge the other Party the appropriate originating switched access tariff rates as set forth in the originating Party's intrastate Access Services Tariff and/or FCC switched access tariff as filed and in effect with the FCC or appropriate Commission.
- 8.2.1.6.1.1 For AT&T originated intraLATA Toll Traffic terminated by </customer_short_name>> and exchanged using indirect interconnection in accordance with Section 7, <<customer_short_name>> shall be responsible for any charges billed to AT&T by South Central Rural Telephone Cooperative Corp Inc.
- 8.2.1.7 If <<customer_short_name>> assigns NPA/NXXs to specific AT&T rate centers within the LATA and assigns numbers from those NPA/NXXs to <<customer_short_name>> customer physically located outside of that LATA, AT&T traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a <<customer_short_name>> customer physically located outside of such LATA, shall not be deemed Local Traffic. Further, <<customer_short_name>> agrees to identify such interLATA traffic to AT&T and to compensate AT&T for originating and transporting such interLATA traffic to <<customer_short_name>> at AT&T's FCC No. 1 Tariff rates.
- If <<customer_short_name>> does not identify such interLATA traffic to AT&T, AT&T will determine which whole <<customer_short_name>> NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in AT&T's intrastate Access Services Tariff and/or AT&T's FCC No. 1 Tariff AT&T shall make appropriate billing adjustments if <<customer_short_name>> can provide sufficient information for AT&T to determine whether or not said traffic is Local or ISP-Bound Traffic.
- 8.2.3 Jurisdictional Reporting
- 8.2.3.1 Percent Local Use (PLU). Each Party shall report to the other a PLU factor. The application of the PLU will determine the amount of local or ISP-Bound minutes to be billed to the other Party. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month based

on local and ISP-Bound usage for the past three (3) months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in AT&T's Jurisdictional Factors Reporting Guide.

- 8.2.3.2 Percent Local Facility (PLF). Each Party shall report to the other a PLF factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLF calculation and reporting shall be as set forth in AT&T's Jurisdictional Factors Reporting Guide.
- 8.2.3.3 Percent Interstate Usage (PIU). Each Party shall report to the other the projected PIU factors, including but not limited to PIU associated with facilities (PIUE) and Terminating PIU (TPIU) factors. The application of the PIU will determine the respective interstate traffic percentages to be billed at the terminating Party's FCC No. 1 Tariff rates. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in AT&T's intrastate Access Services Tariff will apply to <<customer short name>>. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local traffic and facilities. The intrastate toll traffic shall be billed at terminating Party's intrastate Access Services Tariff rates. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month, for all services showing the percentages of use for the past three (3) months ending the last day of December, March, June and September. Additional requirements associated with PIU calculations and reporting shall be as set forth in AT&T's Jurisdictional Factors Reporting Guide.
- Notwithstanding the provisions in Sections 8.2.3.1, 8.2.3.2, and 8.2.3.3 above, where AT&T has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall, at AT&T's option, be utilized to determine the appropriate jurisdictional reporting factors (i.e., PLU, PIU, and/or PLF), in lieu of those provided by <<customer_short_name>>. In the event that AT&T opts to utilize its own data to determine jurisdictional reporting factors, AT&T shall notify <<customer_short_name>> at least fifteen (15) days prior to the beginning of the calendar quarter in which AT&T will begin to utilize its own data.
- 8.2.3.5 Audits. On thirty (30) days written notice, <<customer_short_name>> must provide AT&T the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. <<customer_short_name>> shall retain records of

call detail for a minimum of nine (9) months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours at an office designated by <<customer short name>>. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by an independent auditor chosen by AT&T. The audited factor (PLF, PLU and/or PIU) shall be adjusted based upon the audit results and shall apply to the usage for the audited period through the time period when the audit is completed, to the usage for the quarter prior to the audit period, and to the usage for the two (2) quarters following the completion of the audit. If, as a result of an audit, <<customer short name>> is found to have overstated the PLF, PLU and/or PIU by twenty percentage points (20%) or more,

- <<customer short name>> shall reimburse AT&T for the cost of the audit.
- 8.2.4 Compensation for IntraLATA 8XX Traffic. <<customer_short_name>> shall pay the appropriate switched access charges set forth in the AT&T's intrastate Access Services tariff and/or AT&T's FCC No. 1 Tariff. <<customer short name>> will pay AT&T the database query charge as set forth in the applicable AT&T intrastate Access Services Tariff and/or AT&T's FCC No. 1 Tariff. <<customer short name>> will be responsible for any applicable Common Channel Signaling (SS7) charges.
- 8.2.4.1 Records for 8XX Billing. Where technically feasible, each Party will provide to the other Party the appropriate records, in accordance with industry standards, necessary for billing intraLATA 8XX providers. The records provided will be in a standard EMI format.
- 8.2.4.2 8XX Toll Free Dialing Ten Digit Screening Service (8XX TFD). AT&T's provision of 8XX TFD to <<customer short name>> requires interconnection from <<customer short name>> to AT&T's 8XX Signal Channel Point. Such interconnections shall be established pursuant to AT&T's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. <<customer short name>> shall establish SS7 interconnection at the AT&T LSTPs serving the AT&T 8XX Signal Channel Points that <<customer short name>> desires to query. The terms and conditions for 8XX TFD are set out in the appropriate AT&T Access Services Tariff.
- 8.2.5 Mutual Provision of Switched Access Service
- Switched Access Traffic. Switched Access Traffic is described as telephone calls 8.2.5.1 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

Version: 2007 Indirect Interconnection Agreement

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.

- If an AT&T end user chooses <<customer_short_name>> as their presubscribed interexchange carrier, or if an AT&T end user uses <<customer_short_name>> as an interexchange carrier on a 101XXXX basis, AT&T will charge <<customer_short_name>> the appropriate AT&T tariff charges for originating switched access services.
- 8.2.5.3 Where the originating Party delivers a call to the terminating Party over switched access facilities, the originating Party will pay the terminating Party terminating, switched access charges as set forth in AT&T's intrastate Access Services Tariff and/or AT&T's FCC No. 1 Tariff, as appropriate.
- 8.2.5.4 When <<customer_short_name>>'s end office switch provides an access service connection to or from an IXC by a direct trunk group to the IXC utilizing AT&T facilities, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by <<customer_short_name>> as the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish Meet Point Billing for all applicable traffic. The Parties shall utilize a thirty (30) day billing period.
- 8.2.5.4.1 In cases where <<customer_short_name>> has a unique hosted Revenue Accounting Office (RAO) code and <<customer_short_name>>'s end office subtends the AT&T Access Tandem switch for receipt or delivery of switched access traffic and provides an access service connection to or from an IXC via AT&T's Access Tandem switch, AT&T, as the tandem company agrees to provide to <<customer_short_name>>, as the End Office Company, as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. Each Party will notify the other when it is not feasible to meet these requirements. As business requirements change, data reporting requirements may be modified as necessary.
- 8.2.5.5 AT&T, as the tandem provider company, will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data that is lost or damaged by the tandem provider company or any third party involved in processing or transporting data.

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

8.2.6 Transit Traffic

- 8.2.6.1 AT&T shall provide tandem switching and transport services for
 <customer_short_name>>'s originated Transit Traffic. Rates for local Transit
 Traffic and ISP-Bound Transit Traffic shall be the applicable rate elements for
 Tandem Switching, Common Transport and Tandem Intermediary Charge as set
 forth in Exhibit A. Rates for Switched Access Transit Traffic shall be the
 applicable charges as set forth in AT&T's intrastate Access Services Tariff and/or
 AT&T's FCC No. 1 Tariff. Billing associated with all Transit Traffic shall be
 pursuant to MECAB guidelines. Traffic between <<customer_short_name>> and
 Wireless Type 1 third parties or Wireless Type 2A third parties that do not engage
 in Meet Point Billing with AT&T shall not be treated as Transit Traffic from a
 routing or billing perspective until such time as such traffic is identifiable as
 Transit Traffic.
- 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.
- For purposes of intercarrier compensation, AT&T will not be responsible for any compensation associated with the exchange of traffic between <customer_short_name>> and a CLEC utilizing AT&T switching. Where technically feasible, AT&T will use commercially reasonable efforts to provide records to <customer_short_name>> to identify those CLECs utilizing AT&T switching with whom <customer_short_name>> has exchanged traffic. Such traffic shall not be considered Transit Traffic from a routing or billing perspective, but instead will be considered as traffic exchanged solely between <customer_short_name>> and the CLEC utilizing AT&T switching.
- 8.2.7.1
 <customer_short_name>> is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of traffic with a CLEC utilizing AT&T switching. AT&T will not be liable for any compensation to the terminating carrier or to
 <customer_short_name>>. In the event that the terminating third party carrier imposes on AT&T any charges or costs for the delivery of such traffic,
 <customer_short_name>> shall reimburse AT&T for all such charges or costs.

Version: 2Q07 Indirect Interconnection Agreement

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

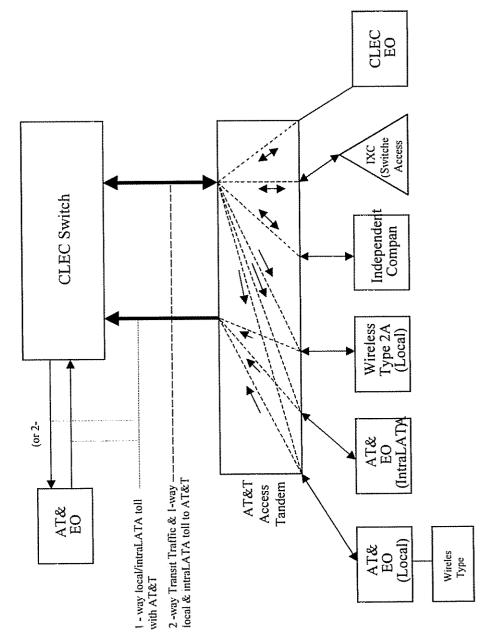
8.3 ORDERING CHARGES

- 8.3.1 The facilities purchased pursuant to this Attachment shall be ordered via the ASR process.
- 8.3.2 The rates, terms and conditions associated with submission and processing of ASRs are as set forth in AT&T's FCC No. 1 Tariff, Section 5.

8.4 Signaling Protocol

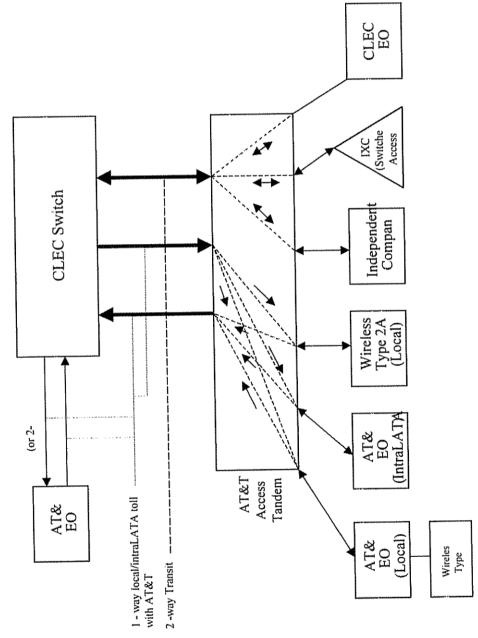
SS7 Signaling is AT&T's preferred method for signaling. Where multi-frequency signaling is currently used, the Parties agree to use their best efforts to convert to SS7. If SS7 services are provided by AT&T, they will be provided in the applicable access tariffs. Where multi-frequency signaling is currently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

Basic Architecture

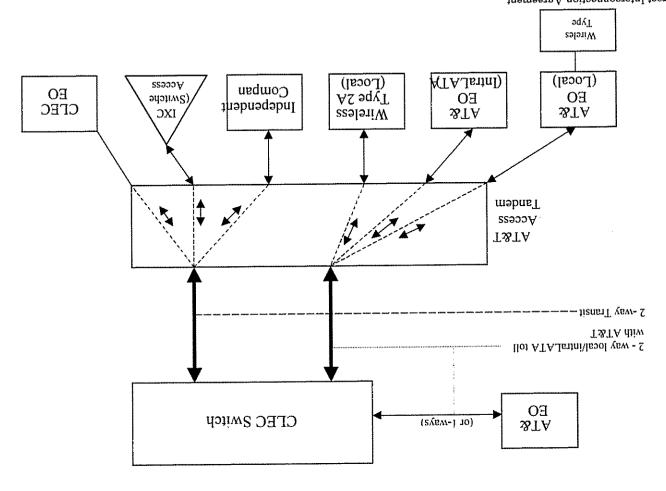


Version: 2Q0 Draft as of 06/07/07; modified 8/16/07

One-Way Architecture



Version: 2Q0 Draft as of 06/0 //07; modified 8/16/0/



Two-Way Architecture

Exhibit D

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Attachment 2

Billing.

Version: Indirect Interconnection Agreement Draft as of 06/07/07

TABLE OF CONTENTS

1.	Payment and Billing Arrangements)
2.	Billing Disputes10	j
Rai	tesExhibit A	

Version: Indirect Interconnection Agreement Draft as of 06/07/07

Billing

1. Payment and Billing Arrangements

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

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

Version: Indirect Interconnection Agreement

Draft as of 06/07/07

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

Version: Indirect Interconnection Agreement

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

Version: Indirect Interconnection Agreement

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

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

Version: Indirect Interconnection Agreement

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

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

Version: Indirect Interconnection Agreement

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

bill(s), or has not provided adequate security pursuant to a deposit request; and (c) either:

- (1) AT&T has sent the subject bill(s) to <<customer_short_name>> within seven (7) business days of the bill date(s), verifiable by records maintained by AT&T:
 - i. in paper or CDROM form via the United States Postal Service (USPS), or
 - ii. in magnetic tape form via overnight delivery, or
 - iii. via electronic transmission; or
- (2) AT&T has sent the subject bill(s) to <<customer_short_name>>, using one of the media described in (1) above, more than thirty (30) days before notice to Discontinue service has been rendered.
- 1.5.6 In the case of Discontinuance of services, all billed charges, as well as applicable disconnect charges, shall become due.
- If, within seven (7) days after << customer_short_name>>'s services have been Discontinued, << customer_short_name>> pays, by wire transfer, automatic clearing house or cashier's check, all past due charges, including late payment charges and outstanding security deposit request amounts if applicable, then AT&T will reestablish service for << customer short name>>.
- 1.5.7.1 <u>Termination.</u> If within seven (7) days after <<customer_short_name>>'s service has been Discontinued and <<customer_short_name>> has failed to pay all past due charges as described above, then <<customer_short_name>>'s service will be Terminated.
- Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, disconnection of services for nonpayment of charges, and rejection of additional orders from <customer_short_name>>, shall be forwarded to the individual and/or address provided by <customer_short_name>> in establishment of its billing account(s) with AT&T, or to the individual and/or address subsequently provided by <customer_short_name>> as the contact for billing. All monthly bills and notices described in this Section shall be forwarded to the same individual and/or address; provided, however, upon written request from <customer_short_name>> to AT&T's billing organization, the notice of discontinuance of services purchased by <customer_short_name>> under this Agreement provided for in Section 1.5.4 above shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions.

2. Billing Disputes

Version: Indirect Interconnection Agreement

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

3. Non-InterCompany Settlements

- Direct Participants are Telecommunications carriers that exchange data directly with other Direct Participants via the Centralized Message Distribution System (CMDS) Data Center (Direct Participant) and may act as host companies (Host) for those Telecommunications carriers that do not exchange data directly via the CMDS Data Center.
- The Non-InterCompany (NICS) is the national system administered by Telcordia that is used in the settlement of revenues for calls that are originated and billed by two (2) different local exchange carriers (LEC) within a single Direct Participant's territory to another for billing. NICS applies to calls involving another LEC where the Earning Company and the Billing Company are located within AT&T Southeast Region 9-State.

Version: Indirect Interconnection Agreement

- In association with message distribution service, AT&T will provide <<customer_short_name>> with associated intercompany settlements reports as appropriate.
- Notwithstanding anything in this Agreement to the contrary, in no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Section 3.
- 3.5 Intercompany Settlements Messages
- Intercompany Settlements Messages facilitate the settlement of revenues associated with traffic originated from or billed by <<customer_short_name>> as a facilities based provider of local exchange telecommunications services.
- 3.5.2 AT&T will receive the monthly NICS reports from Telcordia on behalf of </customer_short_name>> and will distribute copies of these reports to </customer_short_name>> on a monthly basis.
- Through NICS, AT&T will collect the revenue earned by

 <customer_short_name>> within the AT&T Southeast Region 9-State from
 another LEC also within the AT&T Southeast Region 9-State where the messages
 are billed, less a per message billing and collection fee of five cents (\$0.05), on
 behalf of <<customer_short_name>>. AT&T will remit the revenue billed by
 <customer_short_name>> within the AT&T Southeast Region 9-State to the
 LEC also within the AT&T Southeast Region 9-State, where the messages
 originated, less a per message billing and collection fee of five cents (\$0.05).
 These two (2) amounts will be netted together by AT&T and the resulting charge
 or credit issued to <<customer_short_name>> via a CABS miscellaneous bill on a
 monthly basis in arrears.
- 3.5.4 AT&T and <<customer_short_name>> agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

Version: Indirect Interconnection Agreement

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Taylor, Tony A

From: Taylor, Tony A

Sent: Tuesday, May 20, 2008 5:28 PM

To: dcb@scrtc.com

Cc: Tipton, Jim; Max Phipps; Eileen Bodamer

Subject: My Thoughts on Exchange of Traffic Between SCT and AT&T KY

Donnie.

Per your prior email, the following is my attempt to capture the facts and needs surrounding the exchange of traffic between South Central Telecom and AT&T Kentucky. The info below is representative of the types of issues that would need to be addressed in the agreement. Please keep in mind that I've attempted to capture most things, but please do not consider this an exhaustive list of issues. It may be that as we discuss more, we would need to add/subtract/modify depending upon what may crop up during negotiation discussions.

Hopefully we'll have some time to talk about this during KTA. I am hoping that we can find common ground to move forward.

Thanks!!

Tony Taylor
AT&T Kentucky
Executive Director Regulatory
601 West Chestnut St
Louisville, KY 40203
Office 502-582-2164
Cell 502-930-1390
cony taylor@att com

South Central Telecom (SCT)

An active Competitive Local Exchange Carrier (CLEC) authorized to provide local exchange services by the KY PSC and providing local exchange services in Barren County KY.

A CLEC that utilizes the switching capabilities of the South Central Rural Telephone Cooperative's Tandem Switch A CLEC with tariffs on file with the KY PSC.

AT&T Kentucky

An Incumbent Local Exchange Carrier authorized by the KY PSC and providing services in xx counties in Kentucky. AT&T KY is an ILEC with direct trunk interconnection with South Central Rural Telephone Company (SCRTC) pursuant to the Kentucky Restructured Settlement Plan (KRSP) of which AT&T KY and SCRTC are party to the agreement. The KRSP does not apply to SCT.

Traffic between SCT and AT&T KY

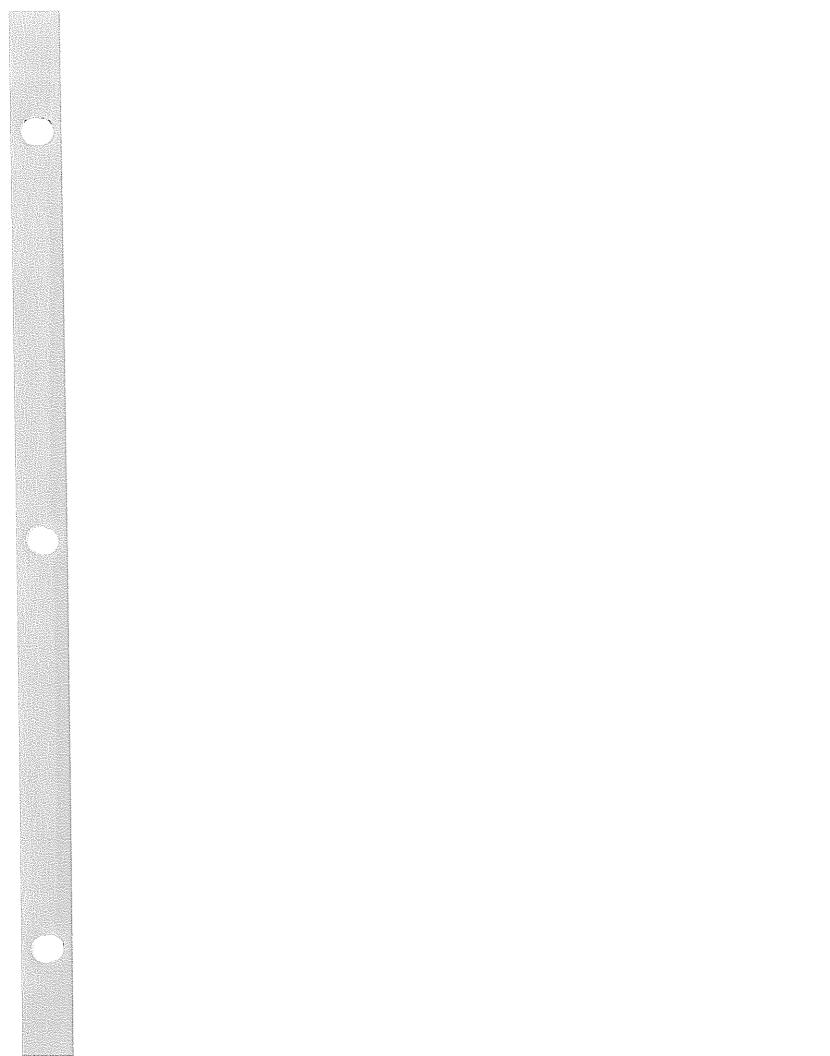
AT&T sends traffic to those telephone numbers that are operationally assigned to SCT. This traffic consists of AT&T KY enduser originated traffic, Cellular Mobile Radio Service (CMRS - aka Cellular) traffic transiting AT&T KY's tandem switch, and 3rd party originated traffic (primarily CLEC) transiting AT&T KY's tandem. The traffic may include local and toll traffic. The agreement will establish the compensation to be paid by and to each Party for various traffic types. It will be necessary for SCT to ensure that SCT originated and terminated traffic is distinguishable from SCRTC traffic and that SCRTC traffic does not bill AT&T KY for any SCT traffic.

Method of Interconnection

AT&T KY has not ordered any access services from SCT. There is no direct trunk interconnection between SCT and AT&T KY. AT&T KY does have in place direct interconnection trunk groups with SCRTC. An agreement between SCT and AT&T KY would provide for the type of interconnection, compensation for facilities for such traffic, and the associated terms and conditions.

General Provisions

The agreement should also contain general terms and conditions applicable to the Parties, billing, collections and dispute provisions, and other provisions that the Parties deem necessary.

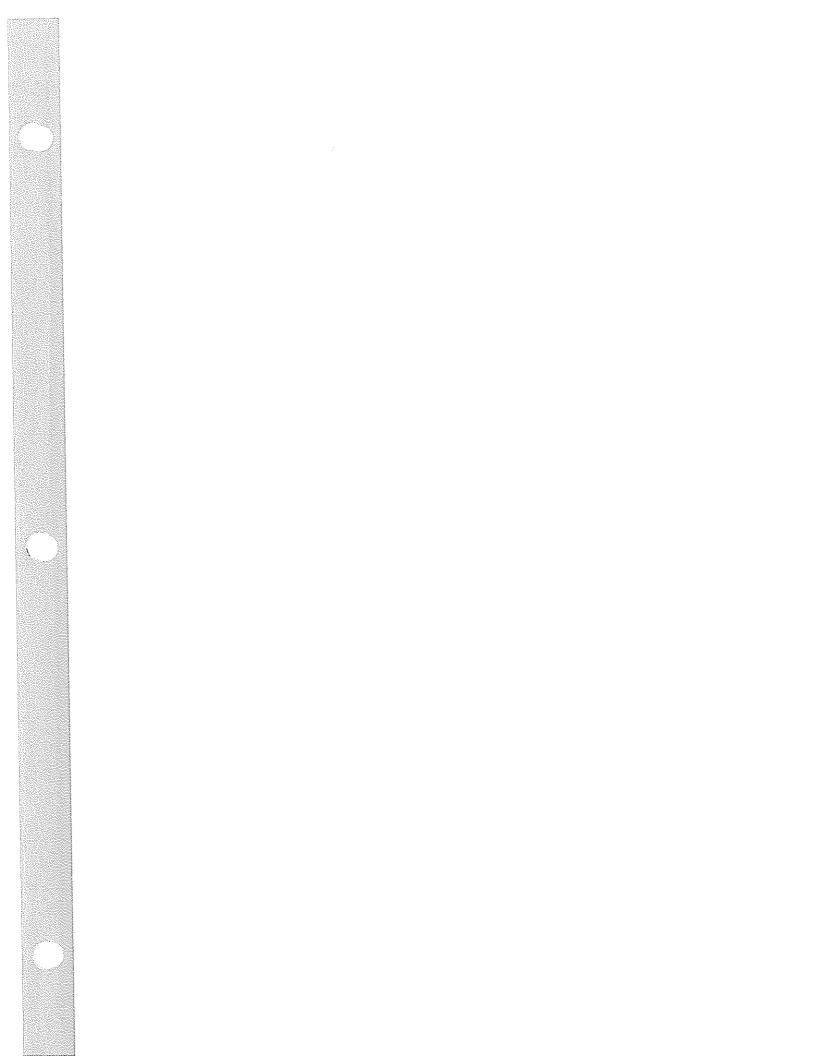


AT&T Kentucky KY PSC Docket No. 2006-00448 South Central Telcom, LLC's First Set of Data Requests Received Date: June 2, 2008

Item No. 6 Page 1 of 1

REQUEST: Please identify the legal authority by which BellSouth made any such request(s) identified in response to Request for Information #4.

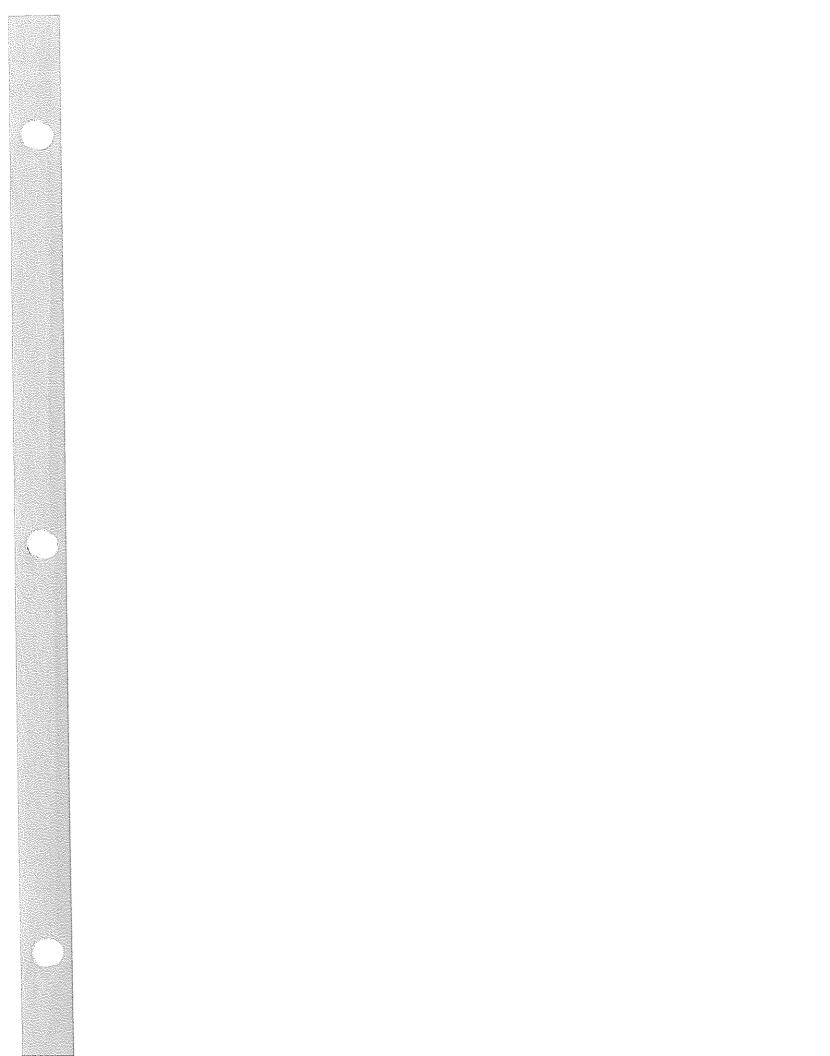
RESPONSE: AT&T Kentucky (f/k/a BellSouth) objects to this request as it calls for the disclosure of the conclusions, opinions, or legal theories of AT&T Kentucky's attorneys. Without waiving its objection, AT&T Kentucky states that it assumes South Central Telcom is referring to Request for Information #5 rather than Request for Information #4 and states that it has provided legal authority in its various pleadings filed in this case.



AT&T Kentucky
KY PSC Docket No. 2006-00448
South Central Telcom, LLC's First Set of RFAs
Received Date: June 2, 2008
Item No. 1
Page 1 of 1

REQUEST: Please admit or deny that BellSouth exchanges only access traffic with South Central.

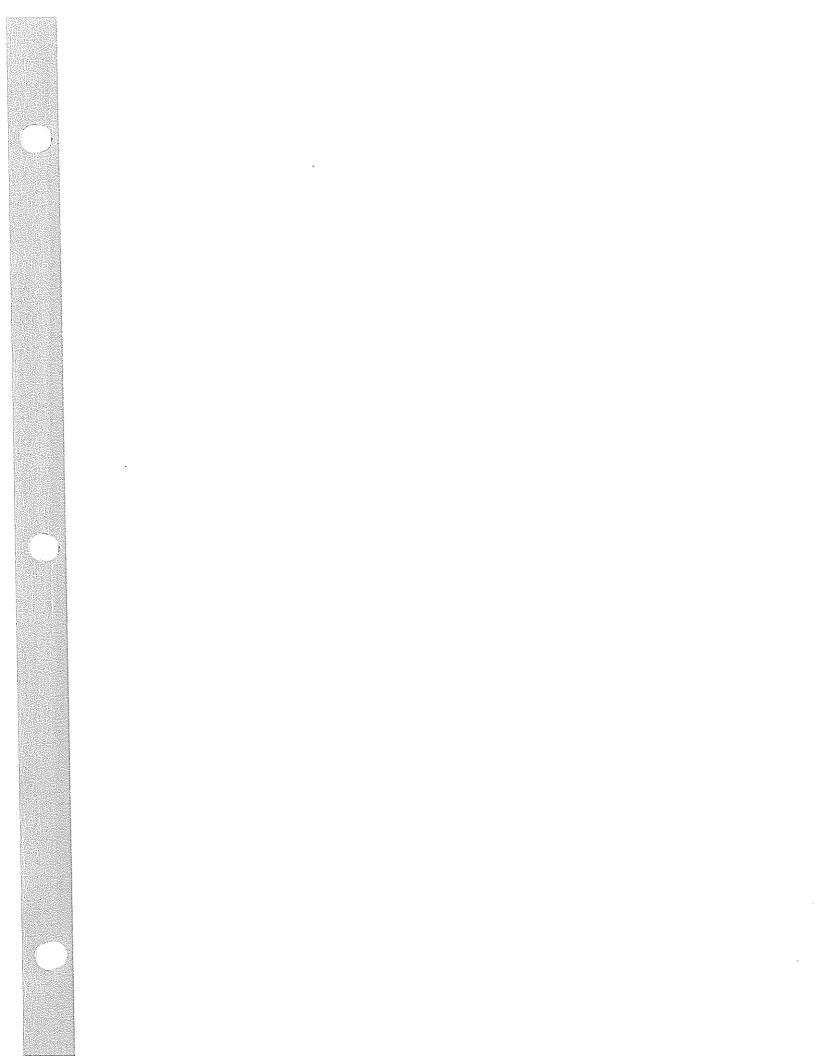
RESPONSE: Deny. See AT&T Kentucky's response to Data Request Item No. 1.



AT&T Kentucky
KY PSC Docket No. 2006-00448
South Central Telcom, LLC's First Set of RFAs
Received Date: June 2, 2008
Item No. 2
Page 1 of 1

REQUEST: Please admit or deny that BellSouth exchanges no local traffic with South Central.

RESPONSE: Deny. See AT&T Kentucky's response to Data Request Item No. 1.

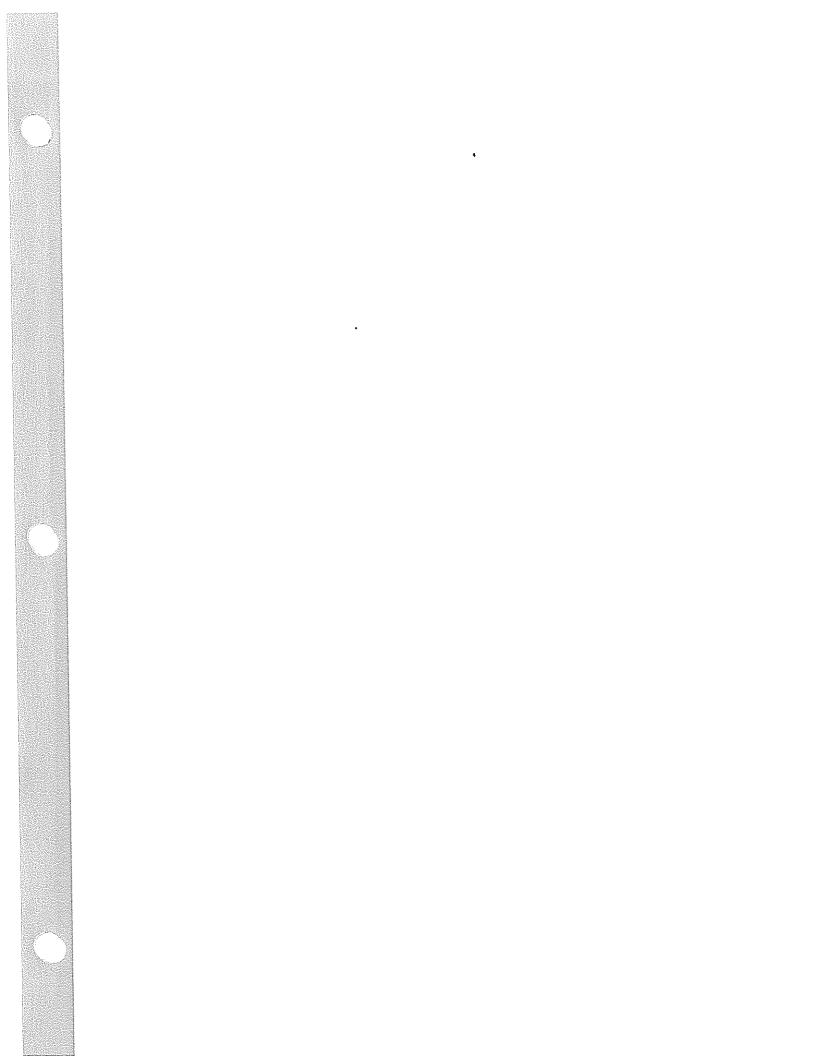


AT&T Kentucky KY PSC Docket No. 2006-00448 South Central Telcom, LLC's First Set of RFAs Received Date: June 2, 2008

Item No. 3 Page 1 of 1

REQUEST: Please admit or deny that BellSouth exchanges no non-optional EAS traffic with South Central.

RESPONSE: Deny. See response to Data Request Item No. 1.



AT&T Kentucky KY PSC Docket No. 2006-00448 South Central Telcom, LLC's First Set of RFPs Received Date: June 2, 2008 Item No. 1 Page 1 of 1

REQUEST: Please produce any and all documents by which BellSouth requested interconnection with South Central.

RESPONSE: See AT&T Kentucky's response to Data Request Item No. 5.



AT&T Kentucky KY PSC Docket No. 2006-00448 South Central Telcom, LLC's First Set of RFPs Received Date: June 2, 2008

> Item No. 2 Page 1 of 1

REQUEST: Please produce any and all other documents evidencing, relating or referring to any request for information and/or request for admission above.

RESPONSE: AT&T Kentucky hereby objects to this request as being overbroad, unduly burdensome, and lacking in specificity such that AT&T Kentucky cannot reasonably respond. By way of further response, AT&T Kentucky states that it has provided documents relevant to the specific interrogatories in conjunction with the specific interrogatory responses and will not duplicate that production here.