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March 16, 2015

By Messenger

Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Re: Submission of Contract Pursuant to 47 U.S.C. § 211 and 47 C.F.R. § 43.51

Dear Ms. Dortch:

Pursuant to § 211 (a) of the Communications Act of 1934, as amended, and § 43.51 of the Commission's rules, AT&T hereby files an amendment to the agreement between AT&T and Communication Services Integrated, Inc. The amendment will add terms and conditions and Attachment 16 to the Local Wholesale Complete Complex Services agreement in the state of Georgia. If you have any questions, please do not hesitate to contact me at (202) 457-2040.

Sincerely,

/s/ William Roughton
General Attorney
AT&T Services, Inc.

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T GEORGIA

AND

COMMUNICATION SERVICES INTEGRATED, INC.



Signature: eSigned - Todd Middlebrooks

Signature: eSigned - William A. Bockelman

Name: eSigned - Todd Middlebrooks
(Print or Type)

Name: eSigned - William A. Bockelman
(Print or Type)

Title: President
(Print or Type)

Title: Director
(Print or Type)

Date: 09 Feb 2015

Date: 12 Feb 2015

Communication Services Integrated, Inc.

BellSouth Telecommunications, LLC d/b/a AT&T
GEORGIA by AT&T Services, Inc., its authorized
agent

State	Resale OCN	CLEC OCN
GEORGIA	4252	3264

Description	ACNA Code(s)
ACNA(s)	OSN

**AMENDMENT
TO THE
COMMERCIAL AGREEMENT – LOCAL WHOLESALE COMPLETE
BY AND BETWEEN
AT&T-21STATE
AND
COMMUNICATION SERVICES INTEGRATED, INC.**

This Amendment (the "Amendment") modifies the Commercial Agreement by and between AT&T-21STATE and Communication Services Integrated, Inc. ("CARRIER"). AT&T-21STATE and CARRIER are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CARRIER are Parties to a certain Commercial Agreement – Local Wholesale Complete "LWC" having an effective date of April 4, 2009, as may have been amended, pursuant to which AT&T provides Local Wholesale Complete ("LWC Agreement"); and

WHEREAS, AT&T and CARRIER have agreed to amend the LWC Agreement as set forth herein.

WHEREAS, both Parties are willing to agree to this Amendment only on the basis that the entirety of this Amendment being an indivisible whole.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1.0 Changes to the Commercial Agreement

1.1 The Parties agree to add the Attachment AT&T-9STATE Local Wholesale Complete Complex Services to the Parties LWC Agreement attached hereto as Exhibit A.

2.0 Amendment Effective Date

2.1 The Effective Date of this Amendment shall be ten (10) Business Days after both Parties' final authorizing signatures have been affixed to this Amendment (the "Effective Date").

3.0 Additional Terms and Conditions

3.1 This Amendment contains provisions that have been negotiated as part of an entire Amendment and integrated with each other in such a manner that each provision is material to every other provision.

3.2 The Parties agree that each and every rate, term and condition of this Amendment is legitimately related to, and conditioned on, and in consideration for, every other rate, term and condition in this Amendment. The Parties agree that they would not have agreed to this Amendment except for the fact that it was entered into on an "all or nothing" basis, and included the totality of rates, terms and conditions listed herein, and that it is an indivisible whole, intended to bind AT&T-21STATE and CARRIER.

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

3.4 The headings of certain sections of this Amendment 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 Amendment.

- 3.5 Each person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.
- 4.0 Except as specifically modified by this Agreement with respect to their mutual obligations herein, neither Party relinquishes, and each Party instead fully reserves, any and all legal rights that it had, has and may have to assert any position with respect to any of the matters set forth herein before any state or federal administrative, legislative, judicial or other legal body.
- 5.0 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 6.0 AT&T-21STATE will file a copy of the fully executed amendment with the FCC under 47 U.S.C. § 211.
- 7.0 The Effective Date of this Amendment shall be ten (10) Business Days after both Parties' final authorizing signatures have been affixed to this Amendment (the "Effective Date").
- 8.0 This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

**ATTACHMENT 16 -
AT&T-9STATE LOCAL WHOLESALE COMPLETE
COMPLEX SERVICES**

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1.0 Introduction

- 1.1 This Appendix is an integral part of the Private Commercial Agreement for Local Wholesale Complete (LWC) between AT&T-21STATE and CARRIER, and sets forth the terms and conditions under which AT&T-9STATE will make available to CARRIER its end-to-end Local Wholesale Complete Complex Services ("LWC Complex Services") within AT&T-9STATE's service area. The LWC terms and conditions provided under the Agreement (including the LWC Attachment and its appendices) also apply with respect to this Appendix. This Appendix is only available as part of and use in conjunction with LWC, and is only applicable when CARRIER is purchasing LWC, and then only as part of the LWC Access Line ("LWCAL") being provided (e.g., not for use separately, or with respect to any other offering by AT&T-21STATE).
- 1.2 The network components provided as part of the LWC Complex services offered hereunder may be subject to modification, retirement, upgrades or other changes. AT&T-9STATE shall provide notice of such changes in accordance with the applicable provisions of the FCC's network disclosure requirements and any other applicable laws or regulations. In the event a network component is retired, such network component is no longer available.
- 1.3 AT&T-9STATE shall make routine network modifications to loops being used to provide CARRIER with LWC Complex Services, where the requested loop facility has already been constructed. AT&T-9STATE shall perform routine network modifications to such loops, without regard to whether those loops were constructed on behalf, or in accordance with the specifications, of any carrier.
- 1.3.1 A routine network modification is an activity that AT&T-9STATE regularly undertakes for its own retail customers where there are no additional charges or minimum term commitments. Routine network modifications shall be performed for CARRIER under the same conditions and in the same manner that AT&T-9STATE does for its own retail customers. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings.
- 1.3.2 Notwithstanding any other provisions of this Agreement, routine network modifications do not include constructing new loops; installing new cable; splicing cable at any location other than an existing splice point or at any location where a splice enclosure is not already present; securing permits, rights-of-way, or building access arrangements; constructing and/or placing new manholes, handholds, poles, ducts or conduits; installing new terminals or terminal enclosures (e.g., controlled environmental vaults, huts, or cabinets). AT&T-9STATE is not obligated to perform those activities for CARRIER. However, CARRIER may request that AT&T-9STATE perform such activities for additional charges. If CARRIER makes such a request and AT&T-9STATE is willing to perform the requested activities, AT&T-9STATE shall determine the charges for any such activities on an individual case basis (ICB), which shall reflect an engineering estimate of the actual costs of time and materials required to perform the routine network modification. CARRIER shall be required to pay those charges in advance and to execute AT&T-9STATE's standard form(s) used for such or substantially similar ICBs, before AT&T-9STATE performs such activities.
- 1.3.3 AT&T-9STATE shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to AT&T-9STATE's retail customers.
- 1.4 LWC Complex Services are available only where capabilities and facilities exist. The facilities used by AT&T-9STATE to provide LWC Complex Services shall remain the property of AT&T-9STATE. Notwithstanding anything to the contrary in this Agreement (including without limitation any of its attachments or appendices), nothing herein shall obligate AT&T-9STATE to provide LWC Complex Services or LWC Complex access lines using or otherwise provided over (i) any fiber-to-the-premise, fiber-to-the-home or fiber-to-the-curb facilities (as defined and used in 47 C.F.R. § 51.319(a)(3) and FCC orders relating thereto), or (ii) any other facilities that AT&T-9STATE may have deployed or that AT&T-9STATE may deploy for which it is not obligated to unbundle pursuant to 47 U.S.C. § 251(c)(3), as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. This Section 1.4 controls and otherwise applies irrespective of any other provision of this Agreement (including without limitation any of its attachments or appendices) that might be similarly written (e.g., provisions that include "notwithstanding any other provision", "in any event", "in no event").

- 1.5 Except as set forth in the Service Level Commitments (see Section 5.0 hereof), the Parties understand and agree that no performance measures and remedies, including without limitation, any wholesale service quality standards, liquidated damages, and remedies, shall apply under this Attachment.
- 1.6 The Parties agree that the Offerings are not subject to any AT&T-9STATE change management processes (often referred to as "CMP"), except that changes to systems and processes that are common to both the Offerings hereunder and other AT&T-9STATE offerings that are subject to any change management process, shall continue to be subject to such process and CARRIER hereunder shall be subject to the outcomes of such CMPs.
- 1.7 The Parties acknowledge and agree that this Attachment, in whole or in part, is not subject to Sections 251/252 of the Act, and is not, and was not, subject to negotiation and/or arbitration under Sections 251 and/or 252 of the Act.

2.0 Definitions

- 2.1 Unless a contrary definition is set forth herein, the capitalized terms, phrases, and acronyms in this Appendix have the same assigned meaning as in CARRIER's Agreement including its appendices and attachments (including any specific to Local Wholesale Complete™) will also apply in this Appendix as well.

3.0 Local Wholesale Complete Complex Services

- 3.1 The following DS0 LWC Complex Services are available for ordering in the AT&T-9STATE service area.
- 3.2 DS0 LWC Complex Services listed below shall be provisioned with a 2-Wire voice grade port and either a non-designed (SL1) or designed (SL2) 2 wire voice grade loop. The AT&T-9STATE LWC Pricing Schedule shall list the applicable loops associated with each of the LWC Complex services:
- 3.2.1 DS0 LWC [Direct Inward Dial ("DID")]
 - 3.2.2 DS0 LWC - [PBX/DID with E911 Call Locator]
 - 3.2.3 DS0 Wholesale Local Platform Service [Residence - Foreign Exchange (FX)/Foreign Central Office (FCO)]
 - 3.2.4 DS0 Wholesale Local Platform Service [Business - FX/FCO]
 - 3.2.5 DS0 Wholesale Local Platform Service [PBX - FX/FCO]
- 3.3 DS0 LWC Complex Services listed below shall be provisioned with a 2-Wire ISDN port and a 2-Wire ISDN digital loop:
- 3.3.1 DS0 LWC - [ISDN/BRI]
- 3.4 DS1 LWC Complex Services in the AT&T-9STATE service area include the following:
- 3.4.1 DS1 LWC - 4-Wire Integrated Services Digital Network/Primary Rate ISDN (4-Wire ISDN/PRI). DS1 LWC - 4-Wire ISDN/PRI is a 4-Wire ISDN DS1 port and 4-Wire DS1 digital loop that is an intraLATA offering supported by the Integrated Services Digital Network (ISDN) architecture. DS1 LWC - 4-Wire ISDN/PRI provides an ISDN-based, DS1 access to the PSTN and includes the flexibility of integration of multiple voice and/or data transmission channels on the same line. The service provides connectivity between ISDN compatible Customer Provided Equipment (CPE) and a serving central office. The basic channel structure is twenty-three (23) sixty-four (64) kilobits per second (Kbps) B-Channels and one (1) sixty-four (64) Kbps D-Channel. The End User may activate up to twenty-three (23) B-Channels on the first ISDN/PRI arrangement and up to twenty-four (24) channels on additional 4-Wire ISDN/PRI arrangements. The product offerings are: voice/data (standard), digital data only and inward data option.
 - 3.4.2 DS1 LWC - 4-Wire DS1 Loop with Channelization with Port. DS1 LWC - 4-Wire DS1 Loop with Channelization with Port is a port/loop arrangement consisting of the following four (4) basic components: (a) one (1) 4-Wire DS1 digital loop; (b) one (1) channelization interface device (D4 Channel Bank or equivalent) in the AT&T-9STATE central office; (c) selected central office ports (up to twenty-four (24) per DS1) in the AT&T-9STATE switch; and (d) DS0 feature activation cards (one (1) per DS0) in the AT&T-9STATE channel bank. Each DS1 loop supports any combination of the following four (4) service offerings up to a maximum of twenty-four (24) DS0 channels. The following service offerings are available: (1) a 2-way, combination trunks/trunk groups (line side termination in AT&T-9STATE switch); (2) a 1-way, outward

trunks/trunk groups (line side termination in AT&T-9STATE switch); (3) a 1-way, inward trunks/trunk groups, without DID (line side termination in AT&T-9STATE switch); and (4) a 1-way, inward trunks/trunk groups, with DID (trunk side termination in an AT&T-9STATE switch).

3.5 E911 Call Locator Capability:

- 3.5.1 E911 Call Locator Capability is available as an adjunct service to DS1 LWC – ISDN/PRI, DS1 LWC – 4-Wire DS1 Loop with Channelization with Port, and DS0 LWC with E911 Call Locator (includes DID and On/Off Premises Extensions).
- 3.5.2 E911 Call Locator Capability allows a PBX switch located on an End User's premises direct access into an E911 tandem office, delivering the telephone number and location of the PBX End User's station number to the appropriate E911 PSAP.
- 3.5.3 E911 Call Locator Capability offers full E911 service to CARRIER's End User's PBX station users. Full E911 service means the actual physical location of the PBX 911 caller and the station telephone number will be identified to the PSAP when a 911 call is made.
- 3.5.4 There are two (2) components to this service: (1) access to the ALI database, which is the database service component of this product. The PBX station information is initiated and maintained by CARRIER or CARRIER's PBX End User in the ALI database; and (2) E911 Call Locator Capability Service Local Channels, which are the paths that carry E911 calls to the E911 tandem. If CARRIER's End User is served via PRI, the E911 calls may travel over either the Primary Rate Interface or over separate CAMA trunks to the E911 tandem, as specified by CARRIER when placing the order for the service. If CARRIER's End User is served by 4-Wire Channelization with Port or PBX Trunks, then CAMA trunks must be used.
- 3.5.5 CARRIER can as an option purchase private dedicated trunks at the resale tariff rate installed between the 9-STATE E911 Tandem and CARRIER's Point of Interface (POI), usually an adjunct box located at the PBX. If the PBX supports Primary Rate Interface and the calling stations are DID numbers, then the 911 call can be transmitted using Primary Rate Interface without E911 Call Locator Capability Service Local Channels.
- 3.5.6 CARRIER is responsible for providing the correct E911 tandem information to AT&T-9STATE during the ordering and provisioning process.
- 3.5.7 CARRIER is responsible for maintaining individual telephone numbers and corresponding address/location data.
- 3.5.8 CARRIER is responsible for insuring that the End User listed address is the actual physical End User location as mandated by regulatory and public safety agencies (e.g., E911).
- 3.5.9 CARRIER is liable for any error conditions resulting from the submission of invalid telephone number and address/location data for the CARRIER's End Users and the PBX stations.
- 3.5.10 CARRIER will insure that its End User's telephone number can be passed over the appropriate E911 Call Locator Capability Local Service Channels, the Primary Rate Interface trunk group, or direct CAMA trunks to the appropriate E911 Tandem switch.
- 3.5.11 CARRIER or CARRIER's designated representative will work with the third party provider of E911 Call Locator Capability to ensure all information in the ALI database is up-to-date.

3.6 On/Off Premises extensions and Different Premises Address extension are available for select DS0 Complex LWC Services. The rates are as set forth in the AT&T-9STATE LWC Pricing Schedule.

- 3.6.1 On/Off Premises extensions are station numbers that are associated with an End User's PBX but which are located at a different physical address than the PBX and On/Off Premises extensions require additional loops to provision the Service. The On/Off Premises extension draws its digital tone from the PBX and must dial an access code to access the PSTN via port/loop combinations (PBX trunks) terminating in the CPE PBX.

3.6.2 A Different Premises Address extension consists of one (1) port and two (2) loops with each loop terminating at a different physical address. The Different Premises Address extension draws dial tone directly from the AT&T-9STATE central office. It constitutes the same telephone number working at two (2) separate physical addresses.

3.7 Loops. The local loop network component is a transmission facility that AT&T-9STATE provides between a distribution frame (or its equivalent) in AT&T-9STATE's central office and the loop demarcation point at an End User premises. Facilities that do not terminate at a demarcation point at an End User premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station, do not constitute local loops. The loop includes all features, functions, and capabilities of the transmission facilities, including the network interface device, and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers (DSLAMs)), optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the End User's premises, including inside wire owned or controlled by AT&T-9STATE. CARRIER shall purchase the entire bandwidth of the loop and, except as required herein or as otherwise agreed to by the Parties, AT&T-9STATE shall not subdivide the frequency of the loop.

3.7.1 Except as set forth herein, 2-Wire voice grade loops may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital loop carrier systems, fiber/copper combination (hybrid loop) or a combination of any of these facilities. AT&T-9STATE, at any time, in the normal course of maintaining, repairing, and configuring its network, may also change the facilities that are used to provide the loop utilized in conjunction with the LWC service. This change may occur at any time. In these situations, AT&T-9STATE will only ensure that the newly provided facility will support the same voice grade services provided by the LWC services. 2-Wire voice grade loops come in two (2) different service levels Service Level One (SL1) and Service Level Two (SL2).

3.7.1.1 Service Level One (SL1) 2-Wire voice grade loops are 2-Wire loop start circuits, will be non-designed, and will not have remote access test points.

3.7.1.2 Service Level Two (SL2) 2-Wire voice grade loops shall have remote access test points and will be designed with a DLR provided to CARRIER. SL2 circuits can be provisioned with a loop start, ground start or reverse battery signaling.

3.7.2 As specified, certain LWC services utilize digital loop network components. Digital loops are service specific, will be designed and will be provisioned with test points (where appropriate).

3.7.2.1 The following digital loops shall apply to Complex LWC Services:

3.7.2.1.1 2-Wire ISDN Digital Loop – This loop will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point.

3.7.2.1.2 4-Wire DS1 Digital Loop – This loop is a designed 4-Wire loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point.

3.7.3 The loop does not include any packet switched features, functions or capabilities.

3.7.4 AT&T-9STATE shall not provision LWC services over any loop that is comprised entirely of fiber from the distribution frame (or equivalent) in the AT&T-9STATE central office to the demarcation point at the End User's premises.

3.7.5 The loop shall be provided to CARRIER in accordance with applicable provisions of Telcordia/ANSI standard technical references.

3.7.6 AT&T-9STATE will only provision, maintain and repair the loops to the standards that are consistent with the loop component associated with the LWC services.

3.8 Loop Tagging:

3.8.1 When an AT&T-9STATE technician is required to be dispatched to provision the loop, AT&T-9STATE will tag the loop with the telephone number. When a dispatch is not required to provision the loop, AT&T-9STATE will tag the loop on the next required visit to the End User's location. If CARRIER wants to ensure the loop is tagged during the provisioning process for loops that may not require a dispatch, CARRIER may order Loop Tagging. Rates for Loop Tagging are as set forth in the AT&T-9STATE LWC Pricing Schedule.

3.9 LWC Complex Usage Elements:

3.9.1 End Office Switching. End Office Switching provides the switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks. End Office Switching includes the pricing elements of End Office Switching Function and End Office Trunk Ports, as set forth in the AT&T-9STATE LWC Pricing Schedule.

3.9.2 Tandem Switching. Tandem Switching provides the following: (i) trunk connect facilities, which include, but are not limited to, the connection between trunk termination at a cross connect panel and switch trunk card; (ii) the basic switch trunk function of connecting trunks to trunks; and (iii) the functions that are centralized in the Tandem Switches (as distinguished from separate end office switches), including, but not limited to call recording, the routing of calls to operator services and signaling conversion features. Tandem Switching includes the pricing elements of Tandem Switching Function, Tandem Trunk Ports, Melded Tandem Switching Function and Melded Tandem Trunk Ports, as set forth in Exhibit A.

3.9.3 When an interoffice call originates from an AT&T-9STATE LWC Complex access line and terminates to an AT&T-9STATE, independent company or facility based CLEC end office, AT&T-9STATE shall apply the Melded Tandem Switching rate(s) as set forth in the AT&T-9STATE LWC Pricing Schedule. For all other calls utilizing Tandem Switching, the Tandem Switching rate as set forth in the AT&T-9STATE LWC Pricing Schedule shall apply.

3.9.4 Common Transport. Common (Shared) Transport is defined as transmission facilities shared by more than one carrier, including AT&T-9STATE, between end office switches, between end office switches and tandem switches, and between tandem switches, in AT&T-9STATE's network. Common Transport includes the pricing elements of Common Transport per Mile and Common Transport Facilities Termination as set forth in the AT&T-9STATE LWC Pricing Schedule.

3.10 Switch Based Vertical Features:

3.10.1 Switch based vertical features include vertical features that the circuit switch is capable of providing and that are available and may be ordered in conjunction with a LWC Complex access line. Switch based vertical features are ordered separately and shall be charged at a single rate, as set forth in the AT&T-9STATE LWC Pricing Schedule, regardless of the number of vertical features ordered. CARRIER may add or delete vertical features at no additional charge except the applicable ordering charge.

3.11 Ancillary Services:

3.11.1 CARRIER may request certain non-switch based services that are available with LWC Complex services. If available, such services shall be provided pursuant to AT&T-9STATE's tariff or pursuant to a separate AT&T-9STATE resale agreement.

4.0 Pricing

4.1 The prices that shall apply under this Appendix are set forth in the AT&T-9STATE LWC Pricing Schedule.

4.1.1 With respect to the calculation of "minutes of use" ("MOUs") and the application of the usage rate(s), MOUs are determined for each end office that provided the Basic Coin Switching Functionality used to provide CARRIER with any LWC Complex access line during the billing cycle. All MOUs by LWC Complex access lines during a billing cycle (including those that may be delayed usage from any previous billing periods not previously billed) are gathered on a per-LWC Complex access line basis, rounded up to the nearest full minute, and then aggregated for billing at the MOU usage rate(s).

- 4.1.2 For LWC Complex access lines in AT&T-9STATE, there are usage rates for End Office Switching, Tandem Switching and Common Transport. The rates will be billed on a per minute-of-use basis and are provided in the AT&T-9STATE LWC Pricing Schedule.
 - 4.1.2.1 AT&T-9STATE may, at its option, move to a single LWC Usage rate element, listed as Local Wholesale Complete Usage, per MOU in the AT&T-9STATE Pricing Schedule. If AT&T, at its option, moves to this single rate element, it may require AT&T billing system modifications. If and when those modifications are complete, AT&T shall notify CARRIER that the single LWC Usage rate shall apply going forward.
- 4.1.3 Rates for loops purchased in conjunction with LWC Complex Services are determined by the zone applicable to the specific loop location.
- 4.2 CARRIER shall pay an additional charge(s) per LWC Complex access line that is equal in both amount and frequency (e.g., monthly, non-recurring, usage-based) to any AT&T-9STATE tariffed surcharge(s) (whether tariffed on an interstate or intrastate basis) applicable to AT&T-9STATE retail or resale end users, which surcharge(s) is for recovering costs incurred in implementing federal, state, or local mandates (including modifications and expansions of existing mandates) that become effective subsequent to October 1, 2004.
- 4.3 Cancellation Charges. If CARRIER cancels a service order subsequent to AT&T-9STATE's generation of a service order, any costs incurred by AT&T-9STATE in conjunction with the provisioning of LWC Complex Services as requested on the cancelled service order will be recovered in accordance with the cancellation methodology set forth in the Cancellation Charge Percentage Matrix Exhibit.
- 4.4 Service Date Advancement Charges (a.k.a., Expedites). Service Date Advancement charges will apply where CARRIER requests that LWC Complex Services be provisioned prior to the due date provided by AT&T-9STATE, and where AT&T-9STATE agrees to an expedited provisioning timeframe. Charges shall be as set forth in AT&T-9STATE Complex LWC Pricing Schedule.

5.0 Service Level Commitments (SLCs) for 9-STATE LWC Complex Services

- 5.1 The SLCs as stated in this Section shall become effective and apply to AT&T-9STATE LWC Complex Services ordered during and after the first full calendar month following the Effective Date of the Agreement and shall be applied only to AT&T-9STATE's performance with respect to AT&T-9STATE LWC Complex Services.
- 5.2 Reporting Methodology:
 - 5.2.1 AT&T-9STATE will self-report CARRIER service performance data (and AT&T-9STATE retail performance data for SLC-4, Maintenance Average Duration) using AT&T-9STATE's internal processes to determine performance metrics for AT&T-9STATE LWC Complex Services. The reporting period for each metric is a full calendar month. CARRIER data will be collected and reports will be generated on both a regional and a state specific basis for all metrics. In addition, for SLC-4, Maintenance Average Duration, AT&T-9STATE retail data reports will be generated on an AT&T-9STATE regional retail aggregate basis. Reports will display all percentages and averages to two decimal points, using standard rounding rules.
 - 5.2.2 AT&T-9STATE will utilize the reports described above to calculate the performance metrics and associated payments, if any, for the reporting period.
- 5.3 SLC Methodology:
 - 5.3.1 The following SLCs, as defined in this Attachment, will be measured in accordance with the terms and conditions herein. Payments for SLCs, as applicable, shall be paid based upon regional data only within the reporting period. SLCs and applicable remedy payments are as follows:

Service Level Commitments	Per Occurrence Payment
FOC Timeliness (≤3 hours): 95%	\$10*
Installation Appointments Met: 98%	\$25*

Repair Appointments Met: 94%	\$25*
Maintenance Average Duration: < <u>AT&T-9STATE</u> retail aggregate	\$25**

* Per missed occurrence below the stated performance objective as described in Section 5.4

** Per occurrence below the stated performance objective as described in SLC-4 as described in Section 5.4

5.4 SLC Performance Metric Definitions:

5.4.1 SLC-1: Firm Order Confirmation (FOC) Timeliness

5.4.1.1 SLC-1 measures the percentage of Local Service Requests (LSRs) confirmed through the return of a FOC within an interval of three (3) hours or less during the reporting period. The interval for return of a FOC is measured by the elapsed time from receipt of a valid (complete and correct) fully mechanized LSR (date and time stamped in ordering interface gateways) until AT&T-9STATE processes the LSR, generates appropriate service orders and returns a FOC to CARRIER via ordering interface gateways. When multiple FOCs occur on a single LSR, the first FOC is used to measure the interval.

5.4.1.2 The following exclusions apply: 1) LSRs that are identified as Projects as defined in AT&T-9STATE's Local Ordering Handbook, as amended from time to time; 2) Test Transactions/Records; 3) LSRs cancelled by CARRIER prior to a FOC being returned; 4) Scheduled OSS Maintenance; 5) Partially Mechanized LSRs (submitted electronically but processed manually); and 6) Non-Mechanized LSRs (submitted and processed manually).

5.4.2 SLC-2: Installation Appointments Met

5.4.2.1 SLC-2 measures the percentage of total completed installation service orders for which AT&T-9STATE meets the committed due date for service orders completed in the reporting period. AT&T-9STATE is considered to have met the committed due date unless the installation date is later than the committed due date and the missed installation appointment is due to an AT&T-9STATE reason. The SLC-2 metric only applies to the first committed due date, regardless of whether subsequent committed due dates are established for the same service order. Calculation of SLC-2 includes service orders requiring dispatches and service orders not requiring dispatches.

5.4.2.2 The following exclusions apply: 1) Cancelled service orders; 2) Order activities of AT&T-9STATE or CARRIER associated with internal or administrative use of local services (e.g., Record Orders, Test Orders, etc., which may be order types C, N, R or T); 3) Disconnect orders; and 4) Listing orders.

5.4.3 SLC-3: Repair Appointments Met

5.4.3.1 SLC-3 measures the percentage of closed CARRIER trouble reports within the reporting period where the service is resolved as repaired by the committed date and time. Calculation of the metric includes repairs requiring dispatch and repairs not requiring dispatch.

5.4.3.2 The following exclusions apply: 1) CARRIER trouble reports cancelled at CARRIER's request; 2) AT&T-9STATE trouble reports associated with internal or administrative service; 3) CARRIER (End User) Provided Equipment (CPE) or CARRIER equipment troubles; 4) Trouble outside AT&T-9STATE's control; and 5) Informational trouble tickets.

5.4.4 SLC-4: Maintenance Average Duration

5.4.4.1 SLC-4 measures the average duration of closed CARRIER trouble reports compared to closed AT&T-9STATE End User trouble reports in the reporting period. The duration of a trouble report starts on the date and time of receipt of a trouble report and stops on the date and time the service is resolved as repaired. Calculation of the metric includes trouble reports requiring dispatches and trouble reports not requiring dispatches.

- 5.4.4.2 The following exclusions apply: 1) CARRIER trouble tickets cancelled at CARRIER's request; 2) AT&T-9STATE trouble reports associated with internal or administrative service; 3) CARRIER (End User) Provided Equipment (CPE) or CARRIER equipment troubles; 4) Troubles outside AT&T-9STATE's control; and 5) Informational trouble tickets.

5.5 Calculation of Occurrences and Payment:

The metrics described above shall be calculated and the payments, if any, to CARRIER shall be determined as follows:

5.5.1 For SLC-1, FOC Timeliness:

5.5.1.1 AT&T-9STATE will divide (i) the number of CARRIER LSRs submitted for which a FOC is returned within the reporting period within 3 hours by (ii) the total number of CARRIER LSRs submitted for which a FOC is returned in the reporting period.

5.5.1.2 If the resulting quotient in Section 5.4.1.1 above is .95 or greater, there are no missed occurrences for which payment is due under this Attachment.

5.5.1.3 In the event that greater than five percent (5%) of the FOCs returned within the reporting period exceed the 3-hour interval, then each FOC returned in greater than three (3) hours in excess of five percent (5%) shall constitute a missed occurrence.

5.5.1.4 AT&T-9STATE shall pay CARRIER ten dollars (\$10) for each such missed occurrence.

5.5.2 For SLC-2, Installation Appointments Met:

5.5.2.1 AT&T-9STATE will divide (i) the number of CARRIER installation service orders completed within the reporting period on or before the committed due date by (ii) the total number of CARRIER installation service orders completed within the reporting period.

5.5.2.2 If the resulting quotient in Section 5.4.2.1 above is .98 or greater, there are no missed occurrences for which payment is due under this Attachment.

5.5.2.3 In the event that greater than two percent (2%) of the completed installation service orders within the reporting period are not completed on or before the committed due date due to AT&T-9STATE reasons, then each installation service order not completed on or before the committed due date due to AT&T-9STATE reasons in excess of two percent (2%) shall constitute a missed occurrence.

5.5.2.4 AT&T-9STATE shall pay CARRIER twenty-five dollars (\$25) for each such missed occurrence.

5.5.3 For SLC-3, Repair Appointments Met:

5.5.3.1 AT&T-9STATE will divide (i) the number of closed CARRIER trouble reports within the reporting period that were resolved as repaired by the committed date and time by (ii) the total number of closed CARRIER trouble reports within the reporting period that were resolved as repaired.

5.5.3.2 If the resulting quotient in Section 5.4.3.1 above is .94 or greater, there are no missed occurrences for which payment is due under this Attachment.

5.5.3.3 In the event that greater than six percent (6%) of the closed trouble reports within the reporting period were not resolved as repaired by the committed date and time, then each closed trouble report that was not resolved as repaired by the committed date and time in excess of six percent (6%) shall constitute a missed occurrence.

5.5.3.4 AT&T-9STATE shall pay CARRIER twenty-five dollars (\$25) for each such missed occurrence.

5.5.4 For SLC-4, Maintenance Average Duration:

5.5.4.1 AT&T-9STATE will add the maintenance duration (as defined in Section 5.4) of each trouble report received from AT&T-9STATE Retail Residence and Business Plain Old Telephone Service (POTS) End Users, and divide that number by the total number of AT&T-9STATE Retail

Residence and Business POTS End User trouble reports closed during the reporting period to determine the Maintenance Average Duration for AT&T-9STATE retail.

- 5.5.4.2 AT&T-9STATE will add the maintenance duration (as defined in Section 5.4) of each trouble report received from CARRIER, and divide that number by the total number of CARRIER trouble reports closed during the reporting period to determine the Maintenance Average Duration for CARRIER.
 - 5.5.4.3 If the Maintenance Average Duration for AT&T-9STATE retail is equal to or greater than the Maintenance Average Duration for CARRIER, there are no occurrences for which payment is due under this Attachment.
 - 5.5.4.4 If the Maintenance Average Duration for AT&T-9STATE retail is less than the Maintenance Average Duration for CARRIER, AT&T-9STATE shall remove from the metric calculation the number of trouble reports received from CARRIER (starting with the longest duration trouble report and proceeding to the next longest duration trouble report) that, when added together and removed from the metric calculation, results in a revised Maintenance Average Duration for CARRIER that is equal to or less than the Maintenance Average Duration for AT&T-9STATE.
 - 5.5.4.5 Each CARRIER trouble report removed from the metric calculation shall constitute an occurrence.
 - 5.5.4.6 AT&T-9STATE shall pay CARRIER twenty-five dollars (\$25) for each such occurrence.
- 5.6 Performance payments shall not be paid in the event of a Force Majeure condition, as described in the General Terms and Conditions of this Agreement.

CANCELLATION CHARGE PERCENTAGE MATRIX

Product Category	Basic Class of Service	Percentage billed if the status of the order is:	Percentage billed if the order is cancelled <i>before the Due Date</i> and the status of the order is:	Percentage billed <i>on or after the Due Date</i> and:	
		PF or AO	PD	The status of the order is MA or PD	The status of the order is CP or PC, or the CD field has been populated with a date
2W ISDN Digital Loop with 2-Wire	UEPPB, UEPPR	0%	25%	100%	The order cannot be cancelled; it has been completed. If the CLEC doesn't want the service, they must send a service order to disconnect the Circuit ID.
4-Wire DS1 Loop with Channelization with Port with Call Locator Capability	UEPRW	0%	25%	100%	
DS1 Complex Local Wholesale Complete With E911 Call Locator Capability	UEPPN	0%	25%	100%	
2W Voice Grade Loop Business Only	UEPPX	0%	25%	100%	
4W DS1 Digital Loop with 4-Wire ISDN Trunk Port	UEPPP	0%	25%	100%	
4W DS1 Digital Loop With Channelization With Port	UEPMG	0%	25%	100%	

Note: Cancellation charge methodology for CRIS billed products/services are calculated by multiplying all the nonrecurring charges associated with the order, or that part of the order being cancelled, by twenty-five percent (25%) if the order is cancelled after the Application Date but before the Due Date. If the order is cancelled on the Due Date, one hundred percent (100%) of the nonrecurring charges will apply.

Abbreviations: AO = Assignable Order, CD = Completion Date, CP = Completed Order, MA = Missed Appointment, PC = Post Completion, PD = Pending Order and PF = Pending Facilities