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June 28, 2016

**Via Electronic Submission**

Marlene H. Dortch  
Secretary  
Federal Communications Commission  
445 12<sup>th</sup> 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 agreement between AT&T and AirNorth Communications, Inc. The agreement will add 271 Local Switching service in the state of Michigan. If you have any questions, please do not hesitate to contact me at (202) 457-2040.

Sincerely,

/s/ William Roughton  
Executive Director-Senior Legal Counsel  
AT&T Services, Inc.

**AGREEMENT**

**BETWEEN**

**MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN**

**AND**

**AIRNORTH COMMUNICATIONS, INC.**



Signature: eSigned - Charlie Hague

Signature: eSigned - William A. Bockelman

Name: eSigned - Charlie Hague  
(Print or Type)

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

Title: COO  
(Print or Type)

Title: Director  
(Print or Type)

Date: 02 Dec 2015

Date: 02 Dec 2015

**AirNorth Communications, Inc.**

**Michigan Bell Telephone Company d/b/a AT&T  
MICHIGAN by AT&T Services, Inc., its authorized  
agent**

# GENERAL TERMS AND CONDITIONS

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## WHOLESALE LOCAL SWITCHING & TRANSPORT COMMERCIAL AGREEMENT

This Commercial Agreement is entered into by and between the AirNorth Communications, Inc. (hereinafter referred to as "CARRIER") and AT&T-21STATE (as defined herein) (collectively, the "Parties"; each, a "Party").

### 1.0 Introduction

- 1.1 This Agreement sets forth the rates, terms and conditions under which AT&T-21STATE agrees to provide CARRIER certain non-251/252 telecommunications-related products and/or services. The Parties acknowledge and agree that the provisions set forth in this Agreement are not subject to and/or required by the Communications Act of 1934, as amended, ("Act") including without limitation, Sections 251/252 of the Telecommunications Act of 1996 and any regulation or rule of the FCC or any state commission, and are not subject to negotiation and/or arbitration under Section 252 of the Act unless both Parties otherwise voluntarily agree in a writing signed by both Parties. All disputes that arise under this Agreement shall be resolved solely pursuant to the Dispute Resolution provisions of this Agreement.
- 1.2 The products and/or services available under this Agreement are set forth in the following Attachments (which are hereby attached and incorporated herein), and are subject to the provisions of this Agreement. All of the provisions in this Agreement (including all Attachments, appendices, exhibits, pricing sheets, and addenda hereto and thereto) are integrally related and non-severable. In the event of any inconsistency or conflict between this Agreement and an Attachment (including without limitation its appendices, exhibits, pricing sheets, and addenda), such Attachment shall control but only to the extent of such inconsistency or conflict.
  - 1.2.1 Attachment Wholesale Local Switching and Transport
- 1.3 This Agreement is applicable to and binding upon both Parties in the states of Alabama, Arkansas, California, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, Texas, and Wisconsin and only applies within the Service Areas.
- 1.4 The facilities used by AT&T-21STATE to provide the products and/or services hereunder shall remain the property of AT&T-21STATE.
- 1.5 Except for as may be expressly set forth or attached to and which are specific to an Attachment, 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 to the products and/or services under this Agreement. The Parties agree that the products and/or services under this Agreement are not subject to any AT&T-21STATE change management processes (often referred to as "CMP"), except that changes to systems and processes that are common to both the services and/or products hereunder and other AT&T-21STATE offerings that are subject to any change management process, shall continue to be subject to such process.

### 2.0 General Definitions Applicable to the Agreement (Including the Attachments)

- 2.1 "AT&T Inc." (AT&T) means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications, LLC 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; Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA; Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and/or AT&T TEXAS, and/or Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN. As used in this Agreement, AT&T refers to the AT&T Inc. ILECs only.
- 2.2 "AT&T-21STATE" means the AT&T-owned ILEC(s) doing business in Alabama, Arkansas, California, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, Texas and Wisconsin.

- 2.3 "AT&T-12STATE" means the AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 2.4 "AT&T ALABAMA" means the AT&T-owned ILEC doing business in Alabama.
- 2.5 "AT&T ARKANSAS" means the AT&T-owned ILEC doing business in Arkansas.
- 2.6 "AT&T CALIFORNIA" means the AT&T-owned ILEC doing business in California.
- 2.7 "AT&T FLORIDA" means the AT&T-owned ILEC doing business in Florida.
- 2.8 "AT&T GEORGIA" means the AT&T-owned ILEC doing business in Georgia.
- 2.9 "AT&T ILLINOIS" means the AT&T-owned ILEC doing business in Illinois.
- 2.10 "AT&T INDIANA" means the AT&T-owned ILEC doing business in Indiana.
- 2.11 "AT&T KANSAS" means the AT&T-owned ILEC doing business in Kansas.
- 2.12 "AT&T KENTUCKY" means the AT&T-owned ILEC doing business in Kentucky.
- 2.13 "AT&T LOUISIANA" means the AT&T-owned ILEC doing business in Louisiana.
- 2.14 "AT&T MICHIGAN" means the AT&T-owned ILEC doing business in Michigan.
- 2.15 "AT&T MIDWEST REGION 5-STATE" means the AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 2.16 "AT&T MISSISSIPPI" means the AT&T-owned ILEC doing business in Mississippi.
- 2.17 "AT&T MISSOURI" means the AT&T-owned ILEC doing business in Missouri.
- 2.18 "AT&T NEVADA" means the AT&T-owned ILEC doing business in Nevada.
- 2.19 "AT&T NORTH CAROLINA" means the AT&T-owned ILEC doing business in North Carolina.
- 2.20 "AT&T OHIO" means the AT&T-owned ILEC doing business in Ohio.
- 2.21 "AT&T OKLAHOMA" means the AT&T-owned ILEC doing business in Oklahoma.
- 2.22 "AT&T SOUTH CAROLINA" means the AT&T-owned ILEC doing business in South Carolina.
- 2.23 "AT&T SOUTHEAST REGION 9-STATE" means the AT&T-owned ILECS doing business in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
- 2.24 "AT&T SOUTHWEST REGION 5-STATE" means the AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 2.25 "AT&T TENNESSEE" means the AT&T-owned ILEC doing business in Tennessee.
- 2.26 "AT&T TEXAS" means the AT&T-owned ILEC doing business in Texas.
- 2.27 "AT&T WEST REGION 2-STATE" means the AT&T-owned ILEC(s) doing business in California and Nevada.
- 2.28 "AT&T WISCONSIN" means the AT&T-owned ILEC doing business in Wisconsin.
- 2.29 "Audited Party" means the Party being audited by the Auditing Party.
- 2.30 "Auditing Party" means the Party conducting an audit of the Audited Party's books, records, data and other documents.
- 2.31 "Act" means the federal Communications Act of 1934, as amended, including without limitation by the federal Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996).
- 2.32 "Business Day" means Monday through Friday, excluding holidays on which the applicable AT&T-21STATE\_ILEC does not provision new orders for retail telecommunications services. The use of only "day" in this Agreement refers to a calendar day.



- 2.33 "Affiliate" means 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 definition, the term "own" means to own an equity interest (or the equivalent thereof) of more than 10 percent.
- 2.34 "Intellectual Property" means copyrights, patents, trademarks, service marks, trade secrets, mask works and all other intellectual property rights.
- 2.35 "Service Area" means a geographic area in which AT&T-21STATE then serves as the incumbent local exchange carrier.

### **3.0 Pricing**

- 3.1 The rates which shall apply under this Agreement are set forth or referenced in the various attachments, appendices, and pricing sheets to this Agreement, which are incorporated herein by this reference.
- 3.2 Where rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each product and/or service purchased hereunder will be one (1) month. After that initial month, billing will be on the basis of whole or fractional months used.

### **4.0 Reuse of Facilities**

- 4.1 Each Party will abide by any applicable federal and state laws and regulations in obtaining end user authorization prior to changing an end user customer's provider of services and/or products made available through use of the services and/or products provided under this Agreement or like-services and in assuming responsibility for any charges that may apply to the extent the FCC's rules regarding Subscriber Carrier Selection Changes (47 C.F.R. §§ 64.1100 through 64.1170) or any state regulation applies to the changing of an end user customer's provider of services and/or products made available through use of the services and/or products provided under this Agreement or like-services.
- 4.2 When an end user changes or withdraws authorization from its carrier, each Party shall immediately release end user-specific facilities belonging to or possessed by AT&T-21STATE in accordance with the end user customer's direction or that of the end user customer's authorized agent. Further, when an end user customer abandons its premise (that is, its place of business or domicile), AT&T-21STATE is free to reclaim the end user-specific facilities, and is free to issue service orders required to reclaim such facilities. In either situation, CARRIER shall promptly provide AT&T-21STATE with all information necessary for AT&T-21STATE to reclaim or reuse the facilities, including, but not limited to the circuit ID of the affected facility.
- 4.3 The Parties agree to the re-use of existing network facilities when a customer (including without limitation its end user customers) changes its provider of service being provided by those existing facilities and the network facilities are provided by the same network provider.

### **5.0 Technology Evolution**

- 5.1 Nothing in this Agreement shall constrain or otherwise limit AT&T-21STATE from continuing to evolve and otherwise modify its networks by, for example, deploying new and different technologies and altering the manner in which products and/or services are provided, including without limitation the products and/or services provided for in the Attachments. AT&T-21STATE shall retain the right to deliver those products and/or services, including without limitation local exchange service, over the technologies and in the manner that AT&T-21STATE chooses.

### **6.0 Termination for Non-payment**

- 6.1 Notwithstanding anything to the contrary in this Agreement (except to the extent expressly provided otherwise in an Attachment, and then only to the products and/or services available under that Attachment), upon nonpayment of any charges due under this Agreement, or upon violation of any conditions governing the furnishing of these products and/or services under this Agreement, AT&T-21STATE may, without incurring any liability discontinue furnishing service under this Agreement ("termination") upon proper notice as provided for in Section 16 below. Without prejudice to its rights to terminate, AT&T-21STATE may then bill CARRIER for the charges which should have been collected by AT&T-21STATE or the actual revenues collected by the CARRIER from its end-users for the stated violation, whichever is greater. If CARRIER disputes the violation, it shall notify AT&T-21STATE in writing within

fourteen (14) days of receipt of notice from AT&T-21STATE and the dispute shall be resolved between the Parties pursuant to Section 11 below (as to billing disputes) and Section 12 below. If CARRIER does not dispute the violation, CARRIER shall correct the violation and notify AT&T-21STATE in writing that the violation has been corrected prior to expiration of the thirty (30) day notice period or as otherwise agreed by the Parties. Following any such termination under this Section, neither Party shall have any further obligations under this Agreement (except for those obligations set forth in Section 19.6 below and pursuant to Survival, Section 33). At its discretion, AT&T-21STATE may net amounts owed by CARRIER against funds which otherwise might be due to CARRIER from AT&T-21STATE under this or any other agreement between the Parties. In the case of termination, all applicable charges, including without limitation outstanding charges, interest charges, late payment fees and termination charges shall become due. If AT&T-21STATE does not terminate the provision of the products and/or services on the date specified in the thirty (30) days' notice and CARRIER's noncompliance continues, nothing contained herein shall preclude AT&T-21STATE's right to terminate the provision of the products and/or services to CARRIER without further notice.

## **7.0 Branding**

- 7.1 Except where otherwise required by law or as expressly permitted by this Agreement (including without limitation any Attachment), CARRIER shall not, without AT&T-21STATE's written authorization, (i) offer products and/or services using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of AT&T-21STATE or its Affiliates, or (ii) state or imply that there is any joint business association or similar arrangement with AT&T-21STATE or its Affiliates in the provision of products and/or services to CARRIER's own customers (including without limitation its end user customers). CARRIER may brand products and/or services included in this Agreement with its own brand name, but AT&T-21STATE will not provide for CARRIER branding of those products and/or services.
- 7.2 AT&T-21STATE shall not be obligated by this Agreement to provide CARRIER with branding of any kind including but not limited to, technician apparel, vehicles, forms; nor shall the AT&T-21STATE technicians carry and provide to CARRIER's customers (including without limitation its end user customers), CARRIER-specific branded business cards or other printed materials.

## **8.0 Force Majeure**

- 8.1 AT&T-21STATE shall not be responsible for delays or failures in performance resulting from acts or occurrences beyond AT&T-21STATE's reasonable control, regardless of whether such delays or failures in performance were foreseen or foreseeable, including, without limitation: fire, explosion, power failure, power blackouts/brownouts, cable cuts, embargoes, epidemics, nuclear accidents, acts of God, acts of nature, unusually severe weather conditions, acts of civil or military authority, war, terrorist acts, riots, insurrection, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by CARRIER or by other service or equipment vendors; or any other circumstances beyond AT&T-21STATE's reasonable control. AT&T-21STATE will give prompt notice to CARRIER when an event, as listed above, occurred. When possible, the notice will identify the area(s) that is (are) affected by the event and the approximate time frame within which the event occurred and if known, the approximate date it is anticipated the event will conclude. When possible, AT&T-21STATE will provide reasonable updates concerning the event and will provide notification to CARRIER when the event will be or has completed and all affected areas are anticipated to return to business as usual.

## **9.0 Governing Law**

- 9.1 Unless otherwise provided by applicable law, this Agreement shall be governed by and construed in accordance with the laws of the AT&T-21STATE State in which the product(s) and/or service(s) at issue was provided and, if agreement cannot be reached upon which state law applies or if the same issues involves the provision of product(s) and/or service(s) in multiple states, the laws of the State of Texas shall apply, each without regard to conflict in law principles of the applicable state's law.

## **10.0 Limitation of Liability/Indemnity**

- 10.1 Limitation of Liability

- 10.1.1 Except for indemnity obligations expressly set forth herein or as otherwise expressly provided in specific Attachments, to the maximum extent permitted by applicable law each Party's liability to the other Party (and its Affiliates and their respective officers, directors, employees, agents, and other representatives) for any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees) ("Loss" or "Losses") relating to or arising out of such Party's performance under this Agreement and any and all dealings and arrangements between the Parties relating to the products and/or services hereunder (but excluding any Loss(es) relating to or arising out of any AT&T-21STATE tariffs and products purchased by CARRIER from AT&T-21STATE tariffs, which shall be governed exclusively by such tariffs) ("Commercial Relationship"), including any negligent act or omission (whether willful or inadvertent), whether in contract, tort or otherwise, including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach this Agreement also constitute a violation of a statute, shall not exceed in total the amount AT&T-21STATE or CARRIER has charged or would have charged to the other Party for the affected products and/or services that was not performed or was improperly performed (not to exceed the billings between the Parties for such affected products and/or services for the month or months in which the condition occurred, but not be exceed twelve (12) months in any event). To the maximum extent permitted by applicable law, neither CARRIER nor AT&T-21STATE shall be liable to the other Party for any indirect, incidental, reliance, special, consequential, punitive, exemplary, or multiple damages (including without limitation for any lost business opportunity/profits) suffered by the other Party, regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including negligence of any kind, whether active or passive (and including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of a statute), and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions; provided that the foregoing shall not limit a Party's obligation under Section 10.2.2 to indemnify, defend, and hold the other Party harmless against any amounts payable to a third party, including any Losses, and indirect, incidental, reliance, special, consequential, punitive, exemplary, or multiple damages (including without limitation for any lost business opportunity/profits) of such third party, subject to Section 10.1.3 below; provided, however, nothing in this Section 10.1.1 shall impose indemnity obligations on a Party for any Losses or indirect, incidental, reliance, special, consequential, punitive, exemplary, or multiple damages (including without limitation for any lost business opportunity/profits) suffered by that Party's customers (including without limitation its end user customers) in connection with any affected products and/or services. Rather, each Party ("Indemnifying Party") hereby releases and holds harmless the other Party ("Indemnitee") and Indemnitee's Affiliates (and their respective officers, directors, employees, agents, and other representatives) against any Loss or claim made by or through the Indemnifying Party's customers (including without limitation its end user customers).
- 10.1.2 Except as otherwise expressly provided in specific Attachments and subject to Section 10.1.5 below, in the case of any Loss alleged or claimed by a third party to have arisen out of the gross negligence or willful misconduct of any Party, each Party shall bear, and its obligation shall be limited to, that portion (as mutually agreed to by the Parties or as otherwise established) of the resulting expense caused by its own gross negligence or willful misconduct or that of its officers, directors, employees, agents, contractors, or others acting in aid or concert with it.
- 10.1.3 A Party may, in its sole discretion, provide in its tariffs and contracts with its customers (including without limitation its end user customers) or third parties that relate to any products and/or services provided or contemplated by this Agreement that, to the maximum extent permitted by applicable law, such Party shall not be liable to such customer 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 such customer or third party for the products and/or services that gave rise to such Loss and (ii) any indirect, incidental, reliance, special, consequential, punitive, exemplary, or multiple damages (including without limitation for any lost business opportunity/profits). If a Party elects not to place in its tariffs or contracts such limitation(s) of liability, and the other Party incurs a Loss as a result thereof, the first Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the

first Party included in its tariffs and contracts the limitation(s) of liability described in this Section 10.1.3.

- 10.1.4 AT&T-21STATE (and its Affiliates and their respective officers, directors, employees, agents, and other representatives) shall not be liable for damages to a customer's premises (including without limitation the premises of its end user customers) resulting from the furnishing of any products and/or services hereunder including, if applicable, the installation and removal of equipment and associated wiring, unless the damage is caused by AT&T-21STATE's gross negligence or willful misconduct, subject to Section 10.1.5 below.
- 10.1.5 In the event that any Party to this Agreement or any third party ("Claiming Party") claims that any Loss was result of the gross negligence or willful or intentional misconduct of another Party ("Responding Party") to this Agreement, then the Claiming Party must establish and a court of competent jurisdiction or an Arbitration Panel, as applicable, must find: (1) that action was taken by a fourth level or higher employee of AT&T-21STATE or by a comparable level employee of CARRIER; and (2) the action was taken with the specific intent to knowingly violate the law or this Agreement in a manner that would constitute a material breach and to knowingly harm the other Party or constituted an intentional failure to perform a manifest duty in reckless disregard of the consequences as affecting the other Party; and (3) the intentional action or intentional failure to perform a manifest duty was the principal cause of a material adverse effect on the Responding Party. In the event that a Party to this Agreement establishes and a court of competent jurisdiction or an Arbitration Panel, as applicable, finds that any claimed Loss is the result of another Party's to this Agreement own gross negligence or willful or intentional misconduct (as provided in Dispute Resolution, Section 12, of this Agreement), through findings of fact and conclusions of law issued by such court or Arbitration Panel, then and only then the court of competent jurisdiction or Arbitration Panel, as applicable, award up to treble monetary damages (excluding attorneys fees, interests and costs) for such gross negligence or intentional conduct.
- 10.1.6 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND EXCEPT AS OTHERWISE PROVIDED IN ANY OTHER AGREEMENT(S) BETWEEN THE PARTIES, THE PARTIES VOLUNTARILY AGREE, AFTER CONSULTATION WITH THEIR RESPECTIVE COUNSEL, THAT THE RIGHTS AND REMEDIES AS STATED IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, DISPUTE RESOLUTION, SECTION 12, OF THIS AGREEMENT (AS TO THE SUBJECT-MATTER OF THIS AGREEMENT) ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO EITHER PARTY WITH RESPECT TO ANY CLAIMS, LOSS(ES) AND DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ALL DEALINGS, ARRANGEMENTS, NEGOTIATIONS, AND/OR COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE COMMERCIAL RELATIONSHIP, INCLUDING SUCH MATTERS WITH RESPECT TO ACTUAL OR POTENTIAL WHOLESALE TERMS AND CONDITIONS APPLICABLE TO ANY AREA WITHIN THE DOMESTIC UNITED STATES IN WHICH AT&T-21STATE OPERATES (BUT EXCLUDING ANY CLAIMS, LOSS(ES) AND DISPUTES RELATING TO OR ARISING OUT OF ANY AT&T-21STATE TARIFFS, WHICH SHALL BE GOVERNED EXCLUSIVELY BY SUCH TARIFFS), AND ARE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES THAT A PARTY MAY POSSESS PURSUANT TO STATUTE, OR AT COMMON LAW OR IN EQUITY.
- 10.1.7 Any state or federal tariff references made within this Agreement, including all Attachments/Appendices, refer to tariffs filed by AT&T-21STATE, as such tariffs may be modified from time to time.

## 10.2 Indemnity

- 10.2.1 **Responsibility of Each Party for its Services:** Except as otherwise expressly provided in this Agreement (including without limitation in a product/service-specific Attachment), each Party shall be responsible only for the products and/or services which are provided by such Party, its agents, contractors, subcontractors, or others retained by such Party, and neither Party shall bear any responsibility for the products and/or services provided by the other Party, its agents, contractors, subcontractors, or others retained by such other Party.
- 10.2.2 **Claims of Loss by Third Party(ies):** Except as otherwise expressly provided in this Agreement (including without limitation in a product/service-specific Attachment) and subject to Section 10.1, Limitation of Liability above, and to the extent not prohibited by applicable law and not otherwise controlled by tariff, each Party (the "Indemnifying Party") shall release, defend and indemnify the other Party (the "Indemnified Party") and

hold such Indemnified Party harmless against any Losses to a third party arising out of the gross negligence, recklessness, or willful misconduct ("Fault") of such Indemnifying Party, its officers, directors, employees, agents, its customers (including without limitation its end user customers), contractors, or others retained by the Indemnifying Party, in connection with the Indemnifying Party's provision of products and/or services and performance under this Agreement and the Commercial Relationship; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment or agency, respectively, (ii) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (iii) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.

- 10.2.3 Claims of Loss by a Customer (including without limitation an end user customer) of a Party:** Except as otherwise expressly provided in this Agreement (including without limitation in a product/service-specific Attachment) and subject to Section 10.1, Limitation of Liability above including without limitation Section 10.1.5, in the case of any Loss alleged or claimed by a customer (including without limitation an end user customer) of either Party, the Party whose customer alleged or claimed such Loss (the "Indemnifying Party") shall defend and indemnify the other Party (the "Indemnified Party") against any and all such claims or Losses by such Indemnifying Party customer regardless of whether the underlying product and/or service or performance giving rise to such claim or Loss was provided or provisioned by the Indemnified Party, unless the claim or Loss was caused by the gross negligence, recklessness, or willful misconduct of the Indemnified Party. Notwithstanding anything to the contrary in this Section 10.2.3 and this Agreement, AT&T-21STATE shall have no liability to the customers (including without limitation its end user customers) of CARRIER for claims arising from the provision of the products and/or services hereunder to CARRIER, including but not limited to claims related to CARRIER's marketing or sales of CARRIER's offerings that are based on or use the products and/or services provided hereunder, delayed restoral or nonrestoral of the products and/or services hereunder, quality of service or any resulting billing or any other type of dispute. CARRIER agrees to indemnify, defend, and hold AT&T-21STATE harmless from and against any and all claims, demands, costs, damages, liabilities, and expenses (including reasonable attorney fees) arising from any claim or action initiated by CARRIER's customer (including without limitation an end user customer) for any products and/or services provided hereunder.
- 10.2.4 Claims of Loss by a Party Against other Party:** Subject to Section 10.1, Limitation of Liability above, a Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party ("Indemnified Party") against any claim or Loss arising from the Indemnifying Party's use of products and/or services provided hereunder, or performance, under this Agreement, including, without limitation, any claim(s) or Loss(es) arising from: Indemnifying Party's use of products and/or services offered under this Agreement, involving any claim for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's or its customer's use (including without limitation use by an end user customer) use.
- 10.2.5 CARRIER Indemnity for Damage to Facilities:** CARRIER shall reimburse AT&T-21STATE for damages to AT&T-21STATE's facilities utilized to provide any products and/or services hereunder caused by the gross negligence or willful act of CARRIER, its officers, directors, employees, agents, contractors, or subcontractors or CARRIER's customers (including without limitation its end user customers) or resulting from CARRIER's or its customer's improper use of AT&T-21STATE's facilities, or due to malfunction of any facilities, functions, products, services or equipment provided by any person or entity other than AT&T-21STATE. Upon reimbursement for damages, AT&T-21STATE will cooperate with CARRIER in prosecuting a claim against the person or entity causing such damage. CARRIER shall be subrogated to the right of recovery by AT&T-21STATE for the damages to the extent of such payment. In addition, CARRIER hereby agrees to assume any and all liability for any such intrusive testing it performs, including the payment of all costs associated with any damage, service interruption, or other service degradation or damage to AT&T-21STATE facilities and hereby agrees to release, defend and indemnify AT&T-21STATE, and hold AT&T-21STATE harmless, from any claims for loss or damages, including but not limited to direct, indirect,

incidental, reliance, special, consequential, punitive, exemplary, or multiple damages (including without limitation for any lost business opportunity/profits), made against AT&T-21STATE by a customer (including without limitation an end user customer), any telecommunications service provider or telecommunications user relating to such testing by CARRIER.

- 10.2.6 **Indemnification Procedures:** Whenever a claim shall arise for indemnification under this Section 10.2, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim. The Indemnifying Party shall have the right to defend against such liability or assertion, in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such claim and the identity of counsel selected by the Indemnifying Party. Until such time as Indemnifying Party provides written notice of acceptance of the defense of such claim, the Indemnified Party shall defend such claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim. Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such claims, subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement. At any time, an Indemnified Party shall have the right to refuse a compromise or settlement, and, at such refusing Party's cost, to take over such defense; provided that, in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the refusing Party against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the claim requests equitable relief or other relief that could affect the rights of the Indemnified Party, and shall also be entitled to employ separate counsel for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no settlement involving a non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party. Each Party agrees to cooperate and to cause its officers, directors, employees, agents, and other representatives to cooperate with the other Party in the defense of any such claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Nondisclosure, Section 13, of this Agreement.

## 11.0 **Billing and Payment of Rates and Charges and Billing Disputes**

- 11.1 Unless otherwise stated, AT&T will render monthly bill(s) to CARRIER for Products and Services provided hereunder at the applicable rates set forth in the Pricing Sheets. CARRIER will remit payment in full by the Bill Due Date.

- 11.1.1 A Late Payment Charge will be assessed for all Past Due payments as provided below, as applicable.

- 11.1.1.1 If any portion of the payment is not received by AT&T-21STATE on or before the payment due date as set forth above, or if any portion of the payment is received by AT&T-21STATE in funds that are not immediately available to AT&T-21STATE, then a late payment and/or interest charge shall be due to AT&T-21STATE. The late payment and/or interest charge shall apply to the

portion of the payment not received and shall be assessed as set forth in the applicable state tariff, or, if no applicable state tariff exists, as set forth in the Guide Book as published on the AT&T-21STATE CLEC Online website, or pursuant to the applicable state law as determined by AT&T-21STATE. In addition to any applicable late payment and/or interest charges, CARRIER may be charged a fee for all returned checks at the rate set forth in the applicable state tariff, or, if no applicable tariff exists, as set forth in the Guide Book or pursuant to the applicable state law.

- 11.2 If any charge incurred by AT&T-21STATE under this Agreement is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid. The interest rate applied will be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable AT&T-21STATE intrastate access services tariff for that state and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.
- 11.3 The Remittance Information to apply payments must accompany the payment. Payment is considered to have been made when the payment and Remittance Information are received by AT&T-21STATE. If the Remittance Information is not received with payment, AT&T-21STATE will be unable to apply amounts paid to CARRIER's accounts. In such event, AT&T-21STATE shall hold such funds until the Remittance Information is received. If AT&T-21STATE does not receive the Remittance Information by the Bill due date for any account(s), Late Payment Charges shall apply.
- 11.4 CARRIER shall make all payments to AT&T-21STATE via electronic funds transfers (EFTs) through the Automated Clearing House Association (ACH) to the financial institution designated by AT&T-21STATE. Remittance Information will be communicated together with the funds transfer via the ACH network. CARRIER must use the CCD+ or the CTX Standard Entry Class code. CARRIER and AT&T-21STATE will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH payment must be received by AT&T-21STATE no later than the Bill Due Date of each bill or Late Payment Charges will apply. AT&T-21STATE is not liable for any delays in receipt of funds or errors in entries caused by CARRIER or third parties, including CARRIER's financial institution. CARRIER is responsible for its own banking fees.
- 11.5 Prior to establishing EFT, CARRIER will complete a Customer Information Form for Electronic Payments (ECF11 Form) found on AT&T-21STATE's CLEC Online website. This form provides AT&T-21STATE with CARRIER's set up and contract information for electronic payments. AT&T-21STATE banking information will be provided by AT&T-21STATE Treasury & Remittance Operations on AT&T-21STATE approved forms after the CARRIER's completed ECF11 form is received, testing has completed and certification confirmed.
- 11.6 Processing of payments not made via electronic funds transfers through the ACH network may be delayed. CARRIER is responsible for any Late Payment Charges resulting from CARRIER's failure to use electronic funds transfers through the ACH network.
- 11.7 A good faith billing dispute under this Agreement requires CARRIER to provide a written claim to AT&T-21STATE to permit AT&T-21STATE to investigate the merits of the dispute. Such claim must identify the following within ten (10) Business Days from the date AT&T-21STATE is notified of the dispute: (a) the account number under which the invoice has been rendered; (b) the specific charge that the customer believes was billed in error; (c) the date of the invoice; and (d) the reason or grounds for the dispute.
- 11.8 CARRIER, if disputing a bill, should utilize the preferred form or method provided by AT&T-21STATE to communicate disputes to AT&T-21STATE. On or before the Bill Due Date, CARRIER must pay all Disputed Amounts into an interest bearing escrow account with a third party escrow agent that is mutually agreed upon by the Parties.
- 11.9 Requirements to Establish Escrow Accounts
  - 11.9.1 To be acceptable, the third party escrow agent must meet all of the following criteria:
    - 11.9.1.1 The financial institution proposed as the third party escrow agent must be located within the continental United States;
    - 11.9.1.2 The financial institution proposed as the third party escrow agent may not be an Affiliate of either Party; and
    - 11.9.1.3 The financial institution proposed as the third party escrow agent must be authorized to handle ACH credit transfers.

- 11.10 In addition to the foregoing requirements for the third party escrow agent, the disputing party and the financial institution proposed as the Third Party escrow agent must agree in writing furnished to the billing party that the escrow account will meet all of the following criteria:
- 11.10.1 the escrow account must be an interest bearing account;
  - 11.10.2 all charges associated with opening and maintaining the escrow account will be borne by the Disputing Party;
  - 11.10.3 that none of the funds deposited into the escrow account or the interest earned thereon may be used to pay the financial institution's charges for serving as the Third Party escrow agent;
  - 11.10.4 all interest earned on deposits to the escrow account will be disbursed to the Parties in the same proportion as the principal; and
  - 11.10.5 disbursements from the escrow account will be limited to those:
    - 11.10.5.1 authorized in writing by both the Disputing Party and the Billing Party (that is, signature(s) from representative(s) of the Disputing Party only are not sufficient to properly authorize any disbursement); or
    - 11.10.5.2 made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 12.6 below; or
    - 11.10.5.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 12.6 below.
- 11.11 Disputed Amounts in escrow will be subject to Late Payment Charges as set forth in Section 11.2 below.
- 11.12 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provisions set forth in Section 12.0 below.
- 11.13 If the Non-Paying Party disputes any charges and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties will cooperate to ensure that all of the following actions are completed:
- 11.13.1 the Billing Party will credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after resolution of the dispute;
  - 11.13.2 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Non-Paying Party will be released to the Non-Paying Party, together with any interest accrued thereon;
- 11.14 If the Non-Paying Party disputes any charges and the entire dispute is resolved in favor of the Billing Party, the Parties will cooperate to ensure that all of the following actions are completed:
- 11.14.1 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Billing Party will be released to the Billing Party, together with any interest accrued thereon; and
  - 11.14.2 no later than the third Bill Due Date after the resolution of the dispute, the Non-Paying Party will pay the Billing Party the difference between the amount of accrued interest the Billing Party received from the escrow disbursement and the amount of Late Payment Charges the Billing Party is entitled to receive pursuant to Section 11.9 above.
- 11.15 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the time specified in Section 11.16 above shall be grounds for termination of the Products and/or Services provided under this Agreement.
- 11.16 CARRIER billing inquiries and/or claims of overbilling by AT&T-21STATE shall be referred to AT&T-21STATE for investigation within six (6) months of the charge(s) first appearance on the invoice to CARRIER. Absent a claim and/or dispute by CARRIER as to a charge within six (6) months from its first appearance on an invoice to CARRIER, such charge shall be deemed to be correct. If the Parties determine that CARRIER was billed incorrectly for products



and/or services rendered pursuant to this Agreement, a billing adjustment shall be calculated. If a refund is due, an adjustment shall be made for the overcharges. If an overcharge is adjusted within three billing cycles of the invoice in error, interest will not be applicable. If the overcharge is not adjusted within three billing cycles, interest on the amount will be credited at the lower of 1 percent per month compounded daily or the highest interest rate permitted by applicable law in the AT&T-21STATE state. If the dispute is decided in favor of AT&T-21STATE then the resolution date will be the date upon which Notice is deemed to have been received by CARRIER under the Notice provisions in this Agreement ("Resolution Date") and CARRIER shall pay AT&T-21STATE interest on the disputed amount at the lower of one (1) percent per month compounded daily or the highest interest rate permitted by applicable law in the AT&T-21STATE state within fourteen (14) days of the Resolution Date.

## **12.0 Dispute Resolution**

### **12.1 Finality of Disputes**

12.1.1 Except as otherwise specifically provided for in this Agreement including without limitation, Section 11 above (as to billing disputes), no claim may be brought for any dispute arising from this Agreement and the Commercial Relationship more than twelve (12) months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.

### **12.2 Alternative to Litigation**

12.2.1 Except as may otherwise be provided under another agreement between the Parties, the Parties desire to resolve disputes arising out of or relating to this Agreement and with respect to all dealings, arrangements, negotiations and/or communications between the Parties relating to this Agreement and the Commercial Relationship without litigation. Accordingly, the Parties agree to use the following Dispute Resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement and the Commercial Relationship.

### **12.3 Commencing Dispute Resolution**

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

12.3.1.1 Billing disputes: Billing Disputes between the Parties arising out of or relating to this Agreement shall be resolved in accordance with the procedures set forth in Section 11 above and Section 12.5 below.

12.3.1.2 Informal Dispute Resolution (described below); and

12.3.1.3 Formal Dispute Resolution (described below).

### **12.4 Informal Resolution of Non-Billing Disputes**

12.4.1 Billing disputes which are addressed in Section 11 of this Agreement are not subject to this Informal Resolution Process.

12.4.2 Upon receipt by one Party of notice of a non-billing related dispute by the other Party pursuant to Section 12.3.1 above, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement and the Commercial Relationship. Upon agreement, the representatives may utilize other alternative Dispute Resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

### **12.5 Formal Dispute Resolution**

- 12.5.1 If the Parties are unable to resolve the dispute through the informal procedure described in Section 11 above (as to billing disputes) or Section 12.4 above (as to non-billing related disputes), then either Party may invoke the formal Dispute Resolution procedures described in this Section 12.5. Formal Dispute Resolution procedures may not be invoked by either Party with respect to non-billing related disputes earlier than the date that is sixty (60) calendar days after receipt of the letter initiating Dispute Resolution under Section 12.3.1 of this Agreement.
- 12.5.2 Claims Subject to Mandatory Arbitration. The following claims, if not settled through the informal procedure described in Section 11 above (as to billing disputes) will be subject to mandatory arbitration pursuant to Section 12.6 below:
- 12.5.2.1 Each unresolved billing dispute involving one percent (1%) or less of the amounts charged to the Disputing Party under this Agreement and the Commercial Relationship in the state in which the dispute arises during the twelve (12) months immediately preceding receipt of the letter initiating a billing dispute under Section 11 above. If the disputing Party has not been billed for a minimum of twelve (12) months immediately preceding receipt of the letter initiating a billing dispute under Section 11 the Parties will annualize the actual number of months billed.
- 12.5.2.2 All Other Claims and Relief. Any claim and any relief other than as specified in Section 12.5.2.1 is not subject to mandatory arbitration. Except to the extent that both parties otherwise agree, either Party may proceed with any remedy available to it pursuant to law or equity before any appropriate judicial or regulatory authority with jurisdiction over the parties and subject matter of the claim which shall be subject to the Limitation of Liability and Indemnity provisions set forth in this Agreement.

## 12.6 Arbitration

- 12.6.1 Disputes subject to mandatory arbitration (or when arbitration is agreed to by both Parties) under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in Atlanta, Georgia for AT&T SOUTHEAST REGION 9-STATE, Dallas, Texas for AT&T SOUTHWEST REGION 5-STATE; Chicago, Illinois for AT&T MIDWEST REGION 5-STATE, San Francisco, California for AT&T CALIFORNIA; or Reno, Nevada for AT&T NEVADA, as appropriate, unless the Parties agree otherwise. The arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. §§ 1-16, not state law, shall govern the arbitrability of all disputes. The arbitrator will have no authority to award punitive damages, exemplary damages, consequential Damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

## 13.0 Nondisclosure

- 13.1 Each Party anticipates and recognizes that it will come into possession of technical or business information or data about the other Party and/or its customers (including without limitation its end user customers) as a result of this Agreement which will be considered confidential by such other Party. The Parties agree (1) to treat all such information and data as strictly confidential; and (2) to use such information only for purposes of performance under this Agreement. Each Party agrees not to disclose confidential information and/or data of or pertaining to the other Party or its customers (including without limitation its end user customers) to any third party without first securing the

written consent of such Party. The foregoing shall not apply to information which is in the public domain. Nothing in this Agreement prevents either Party from disclosing operations results or other data that might reflect the results of this Agreement as a part of that Party's aggregate operating data as long as the disclosed data is at a level of aggregation sufficient to avoid disclosing with specificity information obtained in the operation of this Agreement.

- 13.2 If a court or governmental agency orders or a third-party requests a Party to disclose or to provide any data or information covered by this Section 13, that Party will immediately inform the other Party of the order or request before such data or information is provided and will inform the other Party both by telephone and certified mail. Notification and consent requirements described above are not applicable in cases where a court order requires the production of billing and/or usage records of or pertaining to an individual customer (including without limitation an end user customer).
- 13.3 This Section 13 will not preclude the disclosure by a Party of information or data subject to this Section to consultants, agents, or attorneys representing that Party, or the Office of the Public Counsel for a State, or appropriate State Commissions or staffs, or FCC Staff, provided that such representatives are informed of the confidential nature of the information and/or date prior to disclosure and are bound by confidentiality requirements that are at least as restrictive as applicable to the Parties to this Agreement.
- 13.4 The provisions of this Section 13 shall survive the expiration and/or termination of this Agreement, unless agreed to in writing by the Parties.

#### **14.0 Publicity**

- 14.1 Except as may be expressly provided elsewhere in this Agreement (including without limitation the Attachments), the Parties agree not to use in any advertising or sales promotion, press releases or other publicity matters any endorsements, direct or indirect quotes, or pictures implying endorsement or business relationships by the other Party or any of its employees without such Party's prior written approval. Each Party will submit to each other for written approval, prior to publication, all publicity matters that mention or display one another's name and/or marks or contain symbols, pictures, or language from which a connection to said name and/or marks may be inferred or implied.

#### **15.0 Assignment**

- 15.1 CARRIER may not assign, subcontract, or otherwise transfer any of its rights or obligations under this Agreement except under such terms and conditions as are mutually acceptable to CARRIER and AT&T-21STATE and with AT&T-21STATE's prior written consent, which consent shall not be unreasonably withheld.

#### **16.0 Notices**

- 16.1 Notices given by CARRIER to AT&T-21STATE under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact shall be pursuant to at least one of the following methods:
- 16.1.1 delivered by electronic mail (email);
  - 16.1.2 delivered by facsimile.
- 16.2 Notices given by AT&T-21STATE to the CARRIER under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact shall be pursuant to at least one of the following methods:
- 16.2.1 delivered by electronic mail (email) provided the CARRIER has provided such information in Section 16.4 below;
  - 16.2.2 delivered by facsimile provided CARRIER has provided such information in Section 16.4 below.
- 16.3 Notices will be deemed given as of the earliest of:
- 16.3.1 the date of actual receipt;
  - 16.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in

the absence of such record of delivery, it shall be presumed to have been delivered on the date sent;

- 16.3.3 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

- 16.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Kip Ploeg Network Consultant
STREET ADDRESS	218 N Main Street, Suite 102A
CITY/STATE/ZIP CODE	Cheboygan, MI 49721
PHONE NUMBER*	(231) 333-3104
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	info@airnorth.net

NOTICE CONTACT	AT&T-21STATE CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

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

- 16.5 Either Party may unilaterally change its designated contact, address, email address, and/or facsimile number for the receipt of notices by giving written Notice to the other Party in compliance with this Section 16. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.
- 16.6 In addition, CARRIER agrees that it is responsible for providing AT&T-21STATE with CARRIER's OCN and ACNA numbers for the states in which CARRIER is authorized to do business and in which CARRIER is requesting that this Agreement apply. In the event that CARRIER wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CARRIER shall send written notice to AT&T-21STATE to be received at least 30 days prior to the change and/or addition in accordance with this Section 16.0 Notice provision; CARRIER shall also update its CLEC Profile through the applicable form and/or web-based interface.
- 16.6.1 CARRIER may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CARRIER.
- 16.6.2 CARRIER may be able to place orders for certain services in AT&T-21STATE without having properly updated the CLEC Profile; however at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. As such time, if CARRIER has not properly updated its CLEC Profile, ordering capabilities will cease, and CARRIER will not be able to place orders until thirty (30) days after CARRIER has properly updated its CLEC Profile.
- 16.7 AT&T-21STATE communicates official information to CARRIERS via its Accessible Letter, or other applicable notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

## **17.0 Third Party Beneficiaries**

- 17.1 This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third party beneficiary rights hereunder. This Agreement shall not provide any non-party with any remedy, claim, cause of action or other right.

## **18.0 Taxes**

- 18.1 CARRIER shall be responsible for all federal, state or local, sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees, or surcharges (hereinafter "Tax(es)") imposed on or with respect to the products and/or services provided under this Agreement including those Taxes the incidence of which is imposed on AT&T-21STATE other than taxes imposed on the income of AT&T-12STATE. CARRIER shall reimburse AT&T-21STATE for the amount of any such Taxes that AT&T-21STATE is required to pay or collect. CARRIER agrees to indemnify and hold harmless AT&T-21STATE for any costs incurred by AT&T-21STATE as a result of actions taken by the applicable taxing authority to collect the Tax from AT&T-21STATE due to the failure of CARRIER to pay or collect and remit any Tax to such authority. Nothing shall prevent AT&T-21STATE from paying any Tax to the appropriate taxing authority prior to the time: (1) it bills CARRIER for such Tax, or (2) it collects the Tax from CARRIER. Notwithstanding anything in this Agreement to the contrary, CARRIER shall be liable for and AT&T-21STATE may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.
- 18.2 CARRIER acknowledges and agrees that it is required to comply with Chapter 283 of the Texas Local Government Code, as it may be amended from time to time, and the reporting and compensation requirements of Subchapter R of the P.U.C. Substantive Rules – Chapter 26, Applicable to Telecommunications Service Providers, as they may be amended from time to time. With respect to municipal fees charged pursuant to Chapter 283, Tex. Loc. Gov't Code, CARRIER agrees that it will directly report its access lines to the Texas Public Utility Commission, will remit the related payments to municipalities, and will otherwise comply with Chapter 283 and applicable P.U.C rules, as they may be amended from time to time.
- 18.3 To the extent a purchase of any products and/or services provided under this Agreement is claimed to be for resale and thus subject to tax exemption, CARRIER shall furnish AT&T-21STATE a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the CARRIER for any period prior to the date that CARRIER presents a valid certificate. If applicable law excludes or exempts a purchase of a product and/or service provided under this Agreement from a Tax, but does not also provide an exemption procedure, then AT&T-21STATE will not collect such Tax if CARRIER (a) furnishes AT&T-21STATE with a letter signed by an officer of the CARRIER claiming an exemption and identifying the applicable law that both allows such exemption and does not require an exemption certificate; and (b) supplies AT&T-21STATE with an indemnification agreement, reasonably acceptable to AT&T-12STATE, which holds AT&T-21STATE harmless from any Tax, interest, penalties, loss, cost or expense with respect to forbearing to collect such Tax.
- 18.4 With respect to any Tax or Tax controversy covered by this Section 18, CARRIER is entitled to contest with the imposing jurisdiction, pursuant to applicable law and at its own expense, any Tax that it is ultimately obligated to pay. CARRIER will ensure that no lien is attached to any asset of AT&T-21STATE as a result of any contest. CARRIER shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by AT&T-21STATE shall be refunded to AT&T-12STATE.
- 18.5 If a Party is assessed by a taxing authority or jurisdiction any Tax which has been paid by or been invoiced to the other Party that arises in conjunction with or directly related to this Agreement, then the Parties will work cooperatively and assist each other as necessary in resolving the matter with the taxing authority or jurisdiction.

## **19.0 Effective Date, Term, Expiration and Termination**

- 19.1 The Effective Date of this Agreement shall be ten (10) days after both Parties' final authorizing signatures have been affixed to this Agreement (the "Effective Date"). The term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on October 31, 2017 (the "Term"). Upon expiration of the Term ("Expiration Date"), absent receipt of Notice of Termination or Notice of Expiration by either Party, this LS Agreement shall continue

month-to-month. If the LS Agreement continues to survive on a month-to-month basis, either Party may terminate the LS Agreement by providing Notice of Termination. Such notice must be provided with at least thirty (30) days advance notice of the date the LS Agreement will terminate ("Termination Date"). To the extent services exist after the Expiration Date (including any services that exist beyond the Termination Date,) the rates and terms for such services shall be the rates and terms for services in effect as of the Expiration Date, except such rates may be raised or lowered at any time by AT&T upon thirty (30) days notice .

- 19.2 This Agreement may be terminated by either Party upon at least 30 days' prior written notice to the other Party ("Termination"). Upon the expiration or Termination of this Agreement, neither Party shall have any further obligation under this Agreement, except as otherwise set forth in Section 19.6 below and pursuant to Survival, Section 33.
- 19.3 In the event that CARRIER should wish to pursue a successor agreement with AT&T-21STATE to have in place upon the expiration of this Agreement, CARRIER must provide AT&T-21STATE with a written request to negotiate no later than 180 days prior to the expiration date of this Agreement. Upon AT&T-21STATE's receipt of CARRIER's request to negotiate, the Parties shall commence good faith negotiations for a successor agreement for the services and/or products provided under this Agreement that AT&T-21STATE continues to offer. For avoidance of doubt, nothing in this Agreement obligates AT&T-21STATE after the expiration date or any Termination to continue to offer or provide any services and/or product that were provided under this Agreement.
- 19.4 Notwithstanding any other provision of this Agreement, and in addition to AT&T-21STATE's rights to terminate under other Sections of this Agreement, including without limitation Section 32, a Party may terminate this Agreement in the event that the other Party fails to perform a material obligation or breaches a material provision of this Agreement and the other Party fails to cure such nonperformance or breach by 5:00 p.m. Central Time on the 45th calendar day after receipt of written notice thereof. If the Party against which the claim of nonperformance or breach is made materially and in good faith disagrees with the claim, it shall notify the claiming Party of its disagreement in writing by 5:00 p.m. Central Time of the 14th day following receipt of the nonperformance/breach notice, providing with specificity the basis for its disagreement, and the dispute shall then be resolved between the Parties pursuant to Section 11 above (as to billing disputes) and Section 12 above. If the nonperformance/breach is not disputed in a timely manner, the Party shall cure the nonperformance/breach and certify in writing to the other by deadline on the 45th day that the nonperformance/breach has been cured. Any termination of this Agreement pursuant to this Section 19 (also a "Termination") shall take effect in accordance with the written notice delivered to the nonperforming/breaching Party after it failed to cure and/or to certify by the deadline on that 45th day.
- 19.5 Upon the Termination of this Agreement, AT&T-21STATE and CARRIER shall cooperate in good faith to effect an orderly transition of CARRIER's customers (including without limitation its end user customers) who are being served by CARRIER using the products and/or services hereunder; provided that CARRIER shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its customers (including without limitation its end user customers) have been transitioned to another serving arrangement or to a different telecommunications carrier by the Termination of this Agreement or that such customers (including without limitation its end user customers) have otherwise been informed by CARRIER that their CARRIER-provided products and/or services will be discontinued/disconnected by CARRIER on or before the Termination, unless otherwise provided herein or agreed by both Parties. If, before the expiration or Termination of this Agreement, CARRIER has not transitioned or disconnected/discontinued the services that are being provided using the products and/or services hereunder, then AT&T-21STATE may terminate any such CARRIER services still in-service on the first day following the expiration or Termination unless otherwise agreed in a writing signed by both Parties.
- 19.6 Upon the expiration or Termination of this Agreement, neither Party shall have any further obligation under this Agreement except:
- 19.6.1 each Party's confidentiality obligations shall survive; and
- 19.6.2 each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement;
- 19.6.3 as provided in Survival, Section 33; and
- 19.6.4 as may be provided elsewhere in the Agreement (including without limitation the attachments).

- 19.7 In any event, AT&T-21STATE shall be under no obligation to provision any products and/or services pursuant to this Agreement as of and after its expiration or Termination.

## **20.0 Waiver**

- 20.1 The failure of either Party to enforce or insist that the other Party comply with the terms or conditions of this Agreement, or the waiver by either Party in a particular instance of any of the terms or conditions of this Agreement, shall not be construed as a general waiver or relinquishment of the terms and conditions, but this Agreement shall be and remain at all times, in full force and effect, unless terminated or amended as provided for herein.

## **21.0 Disclaimer of Warranties**

- 21.1 AT&T-21STATE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO PRODUCTS AND/OR SERVICES PROVIDED HEREUNDER, AND AT&T-21STATE DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR INTENDED OR PARTICULAR PURPOSE FOR EACH PRODUCT AND SERVICE. ADDITIONALLY, AT&T-21STATE ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY CARRIER WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

## **22.0 Relationship of the Parties**

- 22.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party (and each Party's contractor(s), if any) shall be solely responsible for all matters relating to payment of such employees, including the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts and all other regulations governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.
- 22.2 This Agreement shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other or to act as an agent or representative for the other unless written authority, separate from this Agreement, is provided. Nothing in this Agreement shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party. Nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. No Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

## **23.0 Filing of Agreement; Governmental Requirement**

- 23.1 To the extent required (and not exempted), the Parties understand and agree that this Agreement will be filed with the Federal Communications Commission pursuant to 47 U.S.C. § 211.
- 23.2 The Parties further understand and agree that to the extent a Party ("Disclosing Party") is requested, required or ordered by a state regulatory body or a court of competent jurisdiction finds, that this Agreement should be filed, or that such Agreement should be submitted to a state regulatory body for approval, or should a regulatory body or court of competent jurisdiction find that its provisions should be tariffed pursuant to applicable law or regulation, the Disclosing Party must provide the other Party ("Receiving Party") with written notice of such requirement as soon as possible and the Receiving Party shall cooperate with the Disclosing Party in expeditiously complying with any such request, order or finding.

## **24.0 Modifications**

- 24.1 Except as may be otherwise expressly provided in this Agreement, this Agreement may be modified by AT&T-21STATE upon 120 days' written notice, by sending to CARRIER a formal notice of modification to this Agreement (including without limitations its attachments, appendices, and pricing sheets). Unless CARRIER elects to terminate this Agreement pursuant to Section 19 hereof such that the termination would be effective before or on the same date on which the modification would be effective per this Section, this Agreement shall be deemed amended as provided in any such formal notice upon such 120th day (or such later date as may be specified in such notice), and CARRIER shall be bound by such modifications. (Notwithstanding any such CARRIER termination, the modification shall apply to the extent the CARRIER's transition to another serving arrangement is not completed by that termination.)

## **25.0 Interpretation/Joint Work Product**

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

## **26.0 No License**

- 26.1 Except at otherwise expressly provided in this Agreement (including without limitation any Attachment), no license under patents, copyrights or any other Intellectual Property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

## **27.0 Intellectual Property**

- 27.1 Any Intellectual Property originating from or developed by a Party shall remain in the exclusive ownership of that Party.

## **28.0 Compliance and Certification**

- 28.1 Each Party shall comply at its own expense with all applicable laws that relate to that Party's obligations to the other Party under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of applicable law.
- 28.2 CARRIER warrants that, to the extent applicable and required, it has obtained all necessary State certification required in each State covered by this Agreement. Upon request, each Party shall provide proof of certification.
- 28.3 Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other third parties that may be required in connection with the performance of its obligations under this Agreement.
- 28.4 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the CALEA, to the extent applicable.

## **29.0 Law Enforcement**

- 29.1 AT&T-21STATE and CARRIER shall reasonably cooperate with each other in handling law enforcement requests as follows:

### **29.1.1 Intercept Devices:**

- 29.1.1.1 Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When AT&T-21STATE receives a request associated with a LS end user customer or LS Number, it shall refer such request to CARRIER, unless the request directs AT&T-21STATE to attach a pen register, trap-and-trace or form of intercept on AT&T-21STATE facilities, in which case AT&T-21STATE shall comply with any valid request.

### **29.1.2 Subpoenas:**

- 29.1.2.1 If AT&T-21STATE receives a subpoena for information concerning a LS end user customer or a



LS Number, it shall refer the subpoena to the requesting entity or person with an indication that CARRIER is the responsible company, unless the subpoena requests records for a period of time during which AT&T-21STATE was the LS end user customer's service provider, in which case AT&T-21STATE will respond to any valid request.

#### 29.1.3 Emergencies:

- 29.1.3.1 If AT&T-21STATE receives a request from a law enforcement agency for a temporary number change, temporary disconnect, or one-way denial of outbound calls by its switch for a LS end user customer or LS Number, AT&T-21STATE will comply with a valid emergency request. However, neither Party shall be held liable for any claims or Losses arising from compliance with such requests on behalf of the LS end user customer, and CARRIER agrees to indemnify and hold AT&T-21STATE harmless against any and all such claims or Losses

### 30.0 Network Maintenance and Management

- 30.1 The Parties will exchange information appropriate for the implementation and performance of this Agreement (for example, as applicable, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, escalation processes, etc.).
- 30.2 Each Party will provide a 24-hour contact number for network management issues to the other's surveillance management center.
- 30.3 CARRIER shall not use any products and/or services hereunder in any manner that interferes with or impairs or undermines service over any facilities of AT&T-21STATE, its Affiliated companies or other connecting telecommunications carriers, prevents any telecommunications carrier from using its telecommunications service, impairs the quality or the privacy of telecommunications service to other carriers or to either Party's end users, causes hazards to either Party's personnel or the public, damage to either Party's or any connecting carrier's facilities or equipment, including any malfunction of ordering or billing systems or equipment. Upon such occurrence either Party may discontinue using or refuse to provide the products and/or services hereunder, but only for so long as the other Party is violating this provision. Upon any such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.

### 31.0 Customer Inquiries/End User Notices

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

### 32.0 Insurance

- 32.1 At all times during the term of this Attachment, each Party shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by applicable law:
  - 32.1.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Attachment and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.
  - 32.1.2 Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit;

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

- 32.1.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.
- 32.1.4 Each Party shall require subcontractors providing services under this Attachment to maintain in force the insurance coverage and limits required in Sections 31.1.1 through 31.1.3 of this Attachment.
- 32.1.5 The Parties agree that companies affording the insurance coverage required under this Section 31 shall have a rating of B+ or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage.
- 32.1.6 Each Party agrees to provide the other Party with at least thirty (30) calendar days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.
- 32.1.7 Each Party agrees to accept the other Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:
  - 32.1.7.1 The Party desiring to satisfy its Workers' Compensation and Employers Liability obligations through self-insurance shall submit to the other Party a copy of its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Attachment or the employer's state of hire; and
  - 32.1.7.2 The Party desiring to satisfy its automobile liability obligations through self-insurance shall submit to the other Party a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Attachment; and
  - 32.1.7.3 The Party desiring to satisfy its general liability obligations through self-insurance must provide evidence acceptable to the other Party that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.
- 32.1.8 This Section 31 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Attachment, including without limitation any Local Switching and Local Switching Transport Attachment.

### 33.0 **Severability**

- 33.1 Except as otherwise provided herein, if any provision of this Attachment is rejected or held to be illegal, invalid or unenforceable, the Parties shall negotiate in good faith and diligent efforts to amend this Attachment to replace the unenforceable provision with an enforceable provision that is mutually acceptable and that reflects the intent of the unenforceable provision as closely as possible; provided, however, that failure to reach such mutually acceptable new provisions within ninety (90) days after such rejection or holding shall permit either Party to terminate this Attachment upon 90 days written notice to the other, during which time the Parties shall work cooperatively to establish an orderly transition of CARRIER's customers/end users to other serving arrangements. In any situation in which the right to terminate under this Section 32.1 is triggered by State government action, the right to terminate shall arise only in the State in which such action occurred and would apply for that State only unless this Agreement otherwise permits a Party to terminate this Agreement in more than one State, including without limitation in its entirety.

### **34.0 Survival**

- 34.1 The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. Without limiting the general applicability of the foregoing, the following sections are specifically agreed by the Parties to continue beyond the termination or expiration of this Agreement: Sections 19 (Effective Date, Term, Expiration and Termination), 10 (Limitation of Liability/Indemnity), 21 (Disclaimer of Warranties), 11 (as to any billing/charges matters hereunder), 12 (as to any disputes hereunder), 13 (Nondisclosure) and 18 (Taxes).

### **35.0 Authority**

- 35.1 Each of the AT&T-21STATE ILEC(s) for which this Agreement is executed represents and warrants that it is a corporation or limited partnership duly organized, validly existing and in good standing under the laws of its state of incorporation or formation. Each of the AT&T-21STATE ILEC(s) for which this Agreement is executed represents and warrants that AT&T Operations, Inc. has full power and authority to execute and deliver this Agreement as agent for that AT&T-21STATE ILEC. Each of the AT&T-21STATE ILEC(s) for which this Agreement is executed represents and warrants that it has full power and authority to perform its obligations hereunder.
- 35.2 CARRIER represents and warrants that it is duly organized, validly existing and in good standing under the laws of the State where it is organized, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.
- 35.3 Each individual whose signature (including e.g., an electronic signature) appears on the signature page represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

### **36.0 Counterparts**

- 36.1 This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

### **37.0 Entire Agreement**

- 37.1 The rates, terms and condition contained in this Agreement and any attachments, appendices, exhibits, pricing sheets, and addenda and other documents or instruments referred to herein and incorporated into this Agreement by reference (if any) constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written between the Parties during the negotiations of this Agreement and through the execution and/or Effective Date of this Agreement. This Agreement shall not operate as or constitute a novation of any agreement or contract between the Parties that predates the execution and/or Effective Date of this Agreement.

# **ATTACHMENT – LOCAL SWITCHING AND LS TRANSPORT**

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## 1.0 Introduction

- 1.1 This Attachment is an integral part of the Commercial Agreement between AT&T-21STATE and CARRIER, and sets forth additional terms and conditions under which AT&T-21STATE will provide Local Switching and LS Transport.
- 1.2 "Local Switching" or "LS" refers to a circuit switch capability, including tandem switching, that consists of
  - 1.2.1 all line-side and trunk-side facilities, plus the features, functions, and capabilities of the circuit switch. The features, functions, and capabilities of the circuit switch shall include the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, and
  - 1.2.2 all vertical features that the circuit switch is capable of providing, including custom calling, custom local area signaling services features, as well as any technically feasible customized routing functions.
- 1.3 "LS Transport" or "LST" is defined as the transmission facilities shared by more than one carrier, including the relevant AT&T-21STATE entity, between end office switches, between end office switches and tandem switches, and between tandem switches, in the relevant AT&T-21STATE network.
- 1.4 Local Switching is provided to CARRIER solely for the purpose of providing Telecommunications Services to CARRIER's end users and CARRIER agrees not to use Local Switching for any other purpose.

## 2.0 Local Switching (LS)

- 2.1 LS uses the routing instructions resident in the AT&T-21STATE circuit end office switch providing the LS ("Serving Switch") and those resident in any circuit tandem switches involving in routing calls over LST that are originated by or terminated to a LS port, as AT&T-21STATE may change those instructions from time to time including after CARRIER purchases LS, to direct all CARRIER traffic originated by or terminated to a LS port. Where traffic is to be carried by LST and except as may be Customized Routed, AT&T-21STATE's call routing tables in the Serving Switch providing the LS port shall route calls originating from that LS port in the same manner as calls from AT&T-21STATE retail/resale service from that same Serving Switch are routed (local, toll to non-AT&T-21STATE carrier, transiting to other telecommunications CARRIERS, transport to IXC POPs).
- 2.2 AT&T-21STATE will allow CARRIER to designate the features, functions, and capabilities that are available on a particular LS port to the extent such features, functions, and capabilities are Loaded and Activated from the switch-vendor-provided generic software of the Serving Switch for use with the particular LS port. ("Loaded" means that it is included in the software installed in the Serving Switch. "Activated" in the Serving Switch means that the licensing fees are current; that no further license, right to use, or other fee needs to be paid to, and no enabling code or other mechanism or method needs to be obtained from, a third party; and that translations and USOCs for use with LS are in place.) Included in the foregoing are those vertical features, CLASS features, and line class codes of a Serving Switch as they were previously Loaded and Activated as part of unbundled local switching in either an interconnection agreement with CARRIER, or an applicable tariffs. When CARRIER purchases LS, CARRIER will be required to designate which of those features, functions, and capabilities that are to be placed for use on the LS port. Specifically excluded from the foregoing are other line class codes and any features, functions, or capabilities specifically developed by or on behalf of AT&T-21STATE that it decides to reserve exclusively for its use (e.g., "Toll Saver").
  - 2.2.1 In the event that AT&T-21STATE plans to cease offering, on a retail basis, a calling scope that is supported by a line class code(s) available to CARRIER hereunder, AT&T-21STATE shall provide written notice to CARRIER within 30 days after AT&T-21STATE's public announcement regarding the planned retail offering. CARRIER shall provide AT&T-21STATE with written notice no later than the 60th day after receipt of whether CARRIER wishes to continue to use the supporting line class code(s), and the Parties shall engage in good faith negotiations over the additional terms and conditions, including charges, with respect to CARRIER's continued use and AT&T-21STATE's continued maintenance of the supporting line class code(s).
- 2.3 As part of LS and the use of LST, AT&T-21STATE will also provide the use of toll tandem switching for the transport of toll traffic (interLATA and/or intraLATA) where the interexchange carrier transmitting the toll traffic (including the LS

port's associated interLATA PIC/intraLATA LPIC) is not directly connected to the Serving Switch. AT&T-21STATE tandem switching is only provided as part of routing traffic that originates from, or terminates to, a LS port.

- 2.4 LS includes standard Central Office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements as provided by AT&T-21STATE.
- 2.5 AT&T-21STATE will control congestion points such as those caused by radio station call-ins and network routing abnormalities using appropriate network capabilities. CARRIER agrees to respond to AT&T-21STATE's notifications regarding network congestion.
- 2.6 AT&T-21STATE will perform testing on LS for CARRIER in the same manner and frequency that AT&T-21STATE performs for its own retail customers being served by the same port type as the LS port.
- 2.7 AT&T-21STATE will repair and restore any AT&T-21STATE equipment that may adversely impact LS.
- 2.8 Where technically feasible, AT&T-21STATE will provide CARRIER with the use of the functionality to block in-collect calls (collect calls, calling card calls and calls billed to 3<sup>rd</sup> parties), 900 calls, international calls (IDDD), and toll calls by line or trunk for LS ports to the extent that AT&T-21STATE provides such blocking capabilities to its end users and to the extent required by federal and/or state law.
- 2.9 Intercarrier Compensation for LS Traffic
  - 2.9.1 For purposes of traffic compensation matters, CARRIER and AT&T-21STATE agree that CARRIER shall be considered a facilities-based local exchange carrier in its use of LS to provide local telephone service to the end user customers being served using a LS port. CARRIER shall be responsible for any and all compensation owed for traffic originating from, or terminating to, CARRIER's LS ports. Traffic compensation between CARRIER and AT&T-21STATE is expressly **not** addressed in this Agreement (including without limitation this Attachment).
  - 2.9.2 For the purposes of compensation where CARRIER uses AT&T-21STATE's LS (including ST), CARRIER shall be solely responsible for establishing traffic compensation arrangements with third parties, including other telecommunications carriers (e.g., ILECs, interexchange carriers, CMRS, carriers) for traffic originated from, or terminated to, CARRIER's LS ports. The foregoing includes exchange access charges and reciprocal compensation charges. CARRIER shall indemnify, defend, and hold harmless AT&T-21STATE against any charges, claims, damages, liabilities and expenses from third parties ("Compensation Losses") arising from traffic originated from and/or terminated to any CARRIER LS port. AT&T-21STATE may provide information on any LS-related traffic to other telecommunications carriers or any third party as appropriate to resolve traffic issues, including without limitation those involving compensation. CARRIER agrees that AT&T-21STATE is not required to function as a billing intermediary for billing and payment of LS-related traffic exchanged between CARRIER and any third party carrier and/or any other third party. Under no circumstances will AT&T-21STATE be required to pay any compensation to any third party carrier or to any other third party including, without limitation, a third party carrier for termination of traffic originated from, or terminated to, a telephone number associated with a LS port. If needed and to the extent AT&T-21STATE has any rights to third party compensation rights with respect to any such traffic and traffic compensation matters, AT&T-21STATE hereby assigns any such third party compensation rights to CARRIER.
  - 2.9.3 Under no circumstances shall AT&T-21STATE be liable to CARRIER or any third party for any Compensation Losses including, without limitation, intrastate and/or interstate switched access charges, arising out of or related to Voice Over Internet Protocol traffic or any interexchange circuit-switched traffic utilizing in whole or part IP technology terminated to an LS port that was delivered to AT&T-21STATE for termination to a LS port over local interconnection trunk groups from a third party carrier.
  - 2.9.4 Nothing in the Agreement (including without limitation this Attachment) affects the right of AT&T-21STATE to charge any telecommunications carrier or other entity for any entrance facilities and/or interconnection facilities provided by AT&T-21STATE.
  - 2.9.5 Notwithstanding any other provision of the Agreement including without limitation this Attachment, LS shall not be available in any state within AT&T-21STATE until there is an agreement effective between the

Parties for that state which addresses the intercarrier compensation associated with LS-originated or terminated traffic.

#### 2.9.6 Intentionally Omitted

- 2.10 A "switch port" or "port" is a termination point on the Serving Switch through which LS is accessed. Switch ports are provided in various types, each of which is associated with an established set of LS features, functions and capabilities based on the Serving Switch and port type providing the LS (although not all such associated features, functions and capabilities may be Loaded and Activated in a Serving Switch). The available LS switch ports and their respective rates are reflected in the pricing sheets.
- 2.11 In AT&T SOUTHEAST REGION 9-STATE, LS switch ports shall be provided at DS0 and DS1 levels. The following switch ports are available for ordering.
- 2.11.1 DS0 LS switch port services listed below shall be provisioned with a 2-Wire voice grade port:
- 2.11.1.1 DS0 Switch Port - Residential Service
  - 2.11.1.2 DS0 Switch Port - Business Service
  - 2.11.1.3 DS0 Switch Port - Residential Service with Remote Call Forwarding
  - 2.11.1.4 DS0 Switch Port - Business Service with Remote Call Forwarding
  - 2.11.1.5 DS0 Switch Port - Coin
- 2.11.2 DS1 LS switch port services for ISDN/PRI and ISDN/PRI with Detailed E911 Locator Capability shall be provisioned with a 4-Wire ISDN port.
- 2.11.2.1 Access to B channel or D channel packet capabilities are not available.
  - 2.11.2.2 Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-channels associated with ISDN ports.
- 2.12 Intentionally Omitted
- 2.13 Detailed E911 with Locator Capability.
- 2.13.1 In AT&T SOUTHEAST REGION 9-STATE, CARRIER is required to purchase Detailed E911 Locator Capability with any 4-Wire ISDN DS1 switch port that has the ability to make and receive voice calls to or from the Public Switched Telecommunications Network ("PSTN").
  - 2.13.2 Detailed E911 with Locator Capability allows end Users located on CARRIER's network ring or loop facilities direct access into an E911 tandem office, delivering the telephone number and location of the end user's number as well as the actual physical location of the calling party's extension to the appropriate E911 Public Safety Answering Point ("PSAP").
  - 2.13.3 All CARRIER's end users who have service provisioned via 4-Wire ISDN DS1 switch port with Detailed E911 Locator Capability shall be physically located in the E911 Tandem Switch service area.
  - 2.13.4 CARRIER shall pass its end user's telephone number to AT&T SOUTHEAST REGION 9-STATE over the Primary Rate Interface trunk group via Automatic Number Identification (ANI).
  - 2.13.5 CARRIER shall maintain the individual telephone number and the correct corresponding address/location data, including maintaining the end user's listed address as the actual physical end user location in the E911 Automatic Location Identification ("ALI") Database.
  - 2.13.6 CARRIER will be liable for any errors resulting from the submission of invalid telephone number and address/location data for CARRIER's end users.
- 2.14 In AT&T-12STATE, LS switch ports shall be provided at a DS0 level, and the following switch ports are available for ordering.



- 2.14.1 DS0 LS switch port services listed below shall be provisioned with a 2-Wire voice grade port:
  - 2.14.1.1 DS0 Switch Port - Residential Service
  - 2.14.1.2 DS0 Switch Port - Business Service
- 2.15 AT&T-21STATE provides the following, with each LS port, subject to the other provisions of the Agreement, this Attachment, and its Appendices:
  - 2.15.1 a single NANP telephone number (i.e., NPA-NXX-XXXX) assigned to it, which shall be one either associated with the AT&T-21STATE Serving Switch (as defined herein) per the Telcordia LERG (Local Exchange Routing Guide), or ported to the Serving Switch as permitted under local number portability ("LS Number");
  - 2.15.2 one white page directory listing for the LS Number, inclusion of the LS Number in AT&T-21STATE's Operator Services and Directory Assistance databases, and annual delivery of one Directory to each end user customer being served via LS according to AT&T-21STATE practices for its own customers in the serving area. See also Appendix LS Operator Services and Directory Assistance (OS/DA).
    - 2.15.2.1 Additional, foreign, enhanced, non-published, non-listed, and other special white page listings are available at a rate equal to the then-current AT&T-21STATE retail tariff rate.
- 2.16 Solely in conjunction with LS, AT&T-21STATE shall provide for the use of SS7 signaling, and CNAM, LIDB, E911, and 800 databases as required to support originating calls from, or terminating calls to, a LS port. See also Appendices LS 800, LS LIDB and CNAM, and LS 911/E911 hereof.
- 2.17 CARRIER is solely responsible for 900/976/other similar pay-per-call calls originating from LS ports and/or attributable to LS Numbers, and associated charges. AT&T-21STATE will provide CARRIER the functionality of blocking calls 900/976 calls on a per-LS port basis.
- 2.18 General White Pages Requirements
  - 2.18.1 AT&T-21STATE publishes alphabetical White Pages directories for their respective geographic local service areas. With LS ports, CARRIER will be providing local exchange telephone service via LS to end user customers in the same area(s). AT&T-21STATE therefore offers to include CARRIER's LS end user customers' listing information in the appropriate AT&T-21STATE White Pages directories, at parity with that provided to AT&T-21STATE retail end users, as set forth herein.
  - 2.18.2 Subject to AT&T-21STATE's practices regarding White Pages directory publishing, as well as to state and/or federal rules and regulations applicable to the provision of telephone directories generally, AT&T-21STATE will include in the appropriate AT&T-21STATE White Pages directories the primary alphabetical listings of all CARRIER LS end user customers located within the local directory scope. When CARRIER provides its subscriber listing information to AT&T-21STATE directory listings database, CARRIER will receive for its LS end user customer, one primary listing in corresponding AT&T-21STATE White Pages directory and a corresponding listing in AT&T-21STATE's Directory Assistance database.
  - 2.18.3 CARRIER will provide accurate subscriber listing information for its LS end user customers to AT&T-21STATE via a mechanical or manual feed of the directory listing information to AT&T-21STATE's directory listing database. CARRIER agrees to submit all listing information via a mechanized process. If CARRIER has not previously submitted to AT&T-21STATE such listed information via a mechanized process, CARRIER shall do so within six (6) months of the Effective Date of the Agreement, or upon CARRIER reaching a volume of two hundred listing updates per day, whichever comes first. CARRIER's LS end user customers' subscriber listings will be filed alphabetically in the directory listing database among AT&T-21STATE's end user listings. CARRIER shall furnish to AT&T-21STATE, in a form acceptable to both Parties, subscriber listing information pertaining to CARRIER's LS end user customers located within the local directory scope, along with such additional information as AT&T-21STATE may require to prepare and print the alphabetical listings of said directory, as set forth in the CLEC Online web site. CARRIER will submit listing information within one (1) Business Day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the Directory Assistance database

or the directory listing of a LS end user customer. In addition, for timely inclusion in the published White Pages directory, CARRIER must submit all of its LS end user customer listing information intended for publication by the directory close date for that particular White Pages directory.

## 2.19 Enhanced and Non-Published White Pages Requirements

- 2.19.1 Where a CARRIER LS end user customer desires foreign, enhanced, additional or other special listing treatment in addition to the primary listing to appear in the White Pages directory, CARRIER will be responsible for ordering the desired special listing treatment on a Local Service Requests submitted to the AT&T-21STATE Local Service Center. The LSRs for foreign, enhanced, additional or other special listing treatment shall be subject to the same directory close deadlines applicable to that particular White Pages directory. Upon receipt of a timely LSR for such listings, AT&T-21STATE will publish the requested listing(s) and begin assessing CARRIER the corresponding monthly recurring charge, which charge shall be charged at a rate equal to the then-current AT&T-21STATE retail tariff rate.
- 2.19.2 Where a CARRIER LS end user customer desires not to be listed in the White Pages directory and/or the Directory Assistance database, CARRIER will be responsible for submitting LSR(s) to the AT&T-21STATE Local Service Center requesting that the LS end user customer listing not be published in AT&T-21STATE's White Pages and/or Directory Assistance databases. The LSRs for not publishing White Pages listings will be subject to the same directory close deadlines applicable to that particular White Pages directory. Upon receipt of a timely LSR, AT&T-21STATE will make the applicable non-published and/or non-listed designations in the White Pages and/or Directory Assistance databases and begin assessing CARRIER the corresponding monthly recurring charge, which charge shall be charged at a rate equal to of the then-current AT&T-21STATE retail tariff rate.

## 2.20 Third Party Publisher Requests for LS End User Customer Listings

- 2.20.1 AT&T-21STATE agrees to serve on CARRIER's behalf as the single point of contact for all independent and third party directory publishers who seek to include CARRIER's LS end user customer listing information in an area White Pages directory, and to handle CARRIER's LS end user customer listing information in the same manner as for AT&T-21STATE's end user listing information. AT&T-21STATE further agrees not to charge CARRIER for serving as the single point of contact with independent and third party directory publishers, no matter what number or type of requests are fielded.
- 2.20.2 In exchange for AT&T-21STATE serving as the single point of contact and handling all LS end user customer listing requests free of any charge separate to CARRIER, CARRIER authorizes AT&T-21STATE to include and use the published CARRIER LS end user customer listing information provided to AT&T-21STATE pursuant to this Attachment to all requesting independent and third party directory publishers, as well as in AT&T-21STATE's White Pages directory. Included in this CARRIER authorization is a release of CARRIER listings to requesting competing CARRIERS as required by federal law, including without limitation Section 271(c)(2)(B)(vii)(II), and any applicable state law. Also included in this CARRIER authorization is AT&T-21STATE's use of CARRIER's LS end user customer subscriber listing information in AT&T-21STATE's directory assistance, directory assistance related products and services, and directory publishing products and services.

## 2.21 End User Fraud

- 2.21.1 AT&T-21STATE shall not be liable to CARRIER for any fraud associated with any LS and/or LST, including without limitation 1+ intraLATA toll, 1+ interLATA toll, 10XXX calling, and ported numbers, except as may be specified in the Appendix LS Alternately Billed Traffic "ABT".
- 2.21.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud involving 1+ IntraLATA toll calls, 1+ interLATA toll, 10XXX calling, ABS, and ported numbers. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.
- 2.21.3 In cases of suspected fraudulent activity by a LS end user customer or on a LS port, at minimum, the cooperation referenced in Section 2.22.2 will include CARRIER providing to AT&T-21STATE, upon request,

information concerning such LS end user customer and any entity or person who terminate services to that LS end user customer or LS port without paying all outstanding charges. CARRIER is responsible for securing the LS end user customer's permission to obtain such information.

## 2.22 Network Maintenance and Management

2.22.1 AT&T-21STATE will administer its network to ensure acceptable service levels to all users of LS.

2.22.2 AT&T-21STATE maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for CARRIER's network, if any, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. AT&T-21STATE shall notify the CARRIER of any protective control action planned or executed taken as a result of unexpected situations.

2.22.3 Where the capability exists, originating or terminating traffic reroutes may be implemented by AT&T-21STATE to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing.

2.22.4 The Parties shall cooperate and share pre-planning information regarding cross-network calls expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party's end users. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.

2.23 Customer Inquires/End User Notices: Except as otherwise provided in this Attachment, CARRIER shall be the primary point of contact for CARRIER's end user customers with respect to the services CARRIER provides such end user customers using LS.

## 2.24 Local Switching Sunset

2.24.1 CARRIER acknowledges and understands that LS is a wholesale service provisioned using time division multiplexing ("TDM") facilities and services, and that AT&T-21STATE has publicly announced its intention to move all customers from TDM-based services. For avoidance of doubt, the foregoing does not mean that AT&T-21STATE is committing that LS will be available through the Term of this LS Agreement.

2.24.1.1 Notwithstanding that this LS Agreement may commit AT&T-21STATE to provide LS to CARRIER for the Term, and subject to any regulatory requirements, AT&T-21STATE may discontinue providing LS upon at least three hundred and sixty five (365) days notice ("Discontinuance Notice"), but only where AT&T-21STATE generally (i) discontinues providing LS to similarly-situated customers, and (ii) has available one or more wholesale local services that include a voice component (for clarity, this (ii) does not require such voice service to be available to all of CARRIER's LS -served customers). AT&T-21STATE shall not in any event issue a Discontinuance Notice prior to June 30, 2016, except with respect to any geographically discrete area in which AT&T TDM-based wireline local voice services are being discontinued as part of a TDM-to-IP transition trial subject to oversight of the FCC or any state commission. Notice for such exception shall be provided at least 90 (ninety) days in advance.

2.24.1.2 AT&T-21STATE may provide a Discontinuance Notice to CARRIER in advance of fulfilling any regulatory requirements and, if so, the timing of such discontinuance shall occur in accordance with the regulatory requirements, but not earlier than as set forth in such notice. CARRIER acknowledges and understands that discontinuance may be tested first and/or implemented on a geographically discrete basis (e.g., by wire center) and/or staged basis (e.g., not flash cut within any geographic area). The date on which LS shall be discontinued as set forth in a Discontinuance Notice is referred to as a "Discontinuance Date".

2.24.1.3 AT&T-21STATE shall no longer accept orders for new LS ports or moves of or changes to existing LS ports beginning ninety (90) days prior to the Discontinuance Date. The Parties shall cooperate in good faith in negotiating an agreement for replacement products and scheduling and effecting

the transition from LS so that CARRIER no longer has any LS ports on or prior to a Discontinuance Date as set forth in the Discontinuance Notice.

- 2.24.1.4 The Parties shall engage in good faith discussions to negotiate an agreement for replacement products and establish a migration plan for CARRIER's embedded base of LS circuits to move to comparable non-TDM replacement products.

### 3.0 LS Transport (LST)

- 3.1 AT&T-21STATE is only able to provide LST when purchased in conjunction with a LS port for purposes of delivery of traffic from/to a CARRIER end user customer being served by that LS port. LST permits the CARRIER to use AT&T-21STATE to transport for the origination from and termination to the associated LS port traffic to and from AT&T-21STATE switches or third-party switches. The geographic scope of LST shall be determined with respect to AT&T-21STATE's retail telecommunications service offerings and the Serving Switch providing the LS, and shall provide transport for calls originating from the LS port that terminate within the local calling scope, and any mandatory extended area service calling scope(s) (one-way or two-way).
- 3.2 CARRIER's traffic carried by LST between AT&T-21STATE switches will use the non-dedicated transport, also referred to as Common Transport. In addition, AT&T-21STATE will transmit local CARRIER's traffic to non-AT&T-21STATE switches via an additional transiting function to those non-AT&T-21STATE switches that are directly trunked (interconnected) to an AT&T-21STATE switch that is within the included calling scope provided for in this Attachment. The non-dedicated transport shall not affect the routing of any traffic from a LS port that has a third party CLEC's CARRIER Identification Code as the interLATA toll provider (PIC) or intraLATA toll provider (LPIC) for that LS port (e.g., traffic subject to interLATA/intraLATA presubscription will be delivered to PIC'd/LPIC'd interexchange CARRIER).
- 3.3 In the event AT&T-21STATE is ordered, required, or otherwise allowed to block CARRIER's transiting or other traffic originating from or terminating to a LS port, CARRIER shall pay AT&T-21STATE's costs of the work performed in establishing such blocking.
- 3.4 AT&T-21STATE's ability to provide LS and LST is limited to existing circuit switch and transmission facilities capacities, or circuit switching and transmission facilities capacities which AT&T-21STATE builds for its own use, on the AT&T-21STATE network.
- 3.5 AT&T-21STATE will provide use of SS7 signaling as required for originating calls from, or terminating calls to, a LS port.
- 3.6 Access to Operations Support Systems (OSS) will be provided in accordance with Appendix OSS.
- 3.7 IntraLATA and InterLATA Toll Calls
- 3.7.1 All interexchange toll traffic will be routed to the pre-subscribed interLATA (PIC) interexchange carrier, the pre-subscribed intraLATA toll (LPIC) interexchange carrier, or the 10XXX interexchange carrier, as appropriate, selected for a LS port or per the dialed code. Except for use in providing transmission capabilities to deliver to such interexchange carrier toll traffic that originates from, or terminates to, a LS switch port, LST is not available for transmitting or carrying intraLATA toll (e.g., no end-to-end carriage of intraLATA toll within AT&T-21STATE's network via LST, no use of AT&T-21STATE's internal routing code for "1+" LPIC use).
- 3.7.2 When an intraLATA or interLATA toll call originates from a LS port, AT&T-21STATE will not charge originating access charges to CARRIER or the IXC except that AT&T-21STATE may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen AT&T-21STATE as its transport provider.
- 3.7.3 When an intraLATA or interLATA toll call terminates to a LS port, AT&T-21STATE will not charge terminating access to CARRIER or the IXC except that AT&T-21STATE may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen AT&T-21STATE as its transport provider.
- 3.7.4 Toll Free Calls: When a LS port is used to originate a call to 1+800 (or equivalent toll free dialing NPA, e.g.,

888, 877 or 866), AT&T-21STATE will perform the appropriate database query and route the call to the indicated IXC. CARRIER will be responsible for any billing to the IXC for such calls.

#### 4.0 Pricing

- 4.1 The recurring, non-recurring, and usage (minute-of-use) rates for LS and LST are set forth in the individual LS/LST pricing sheets.
- 4.2 AT&T-12STATE will charge CARRIER for use of LS and LST based upon the minutes-of-use (MOUs) of the Serving Switch, with the MOU usage aggregated at each Serving Switch for all LS provided by that Serving Switch during a billing period, rounded up to the nearest full minutes for that Serving Switch, and the usage rate applied. The Serving Switch usage charges are then aggregated for billing to CARRIER.
- 4.3 For LS in AT&T SOUTHEAST REGION 9-STATE, there are usage rates for End Office Switching, Tandem Switching and Common Transport. The rates will be billed on a per minute-of-use basis and are provided in the AT&T SOUTHEAST REGION 9-STATE pricing sheets.
- 4.3.1 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 SOUTHEAST REGION 9-STATE pricing sheets.
- 4.3.2 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 the AT&T SOUTHEAST REGION 9-STATE pricing sheets.
- 4.3.3 When an interoffice call originates from a Wholesale Switch Port and terminates to an AT&T SOUTHEAST REGION 9-STATE, independent company or facility based CLEC end office, AT&T SOUTHEAST REGION 9-STATE shall apply the Melded Tandem Switching rate(s) as set forth in Exhibit A. For all other calls utilizing Tandem Switching, the Tandem Switching rate as set forth in the AT&T SOUTHEAST REGION 9-STATE pricing sheets shall apply.
- 4.3.4 Common (Shared) Transport is defined as transmission facilities shared by more than one carrier, including AT&T SOUTHEAST REGION 9-STATE, between end office switches, between end office switches and tandem switches, and between tandem switches, in AT&T SOUTHEAST REGION 9-STATE'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 SOUTHEAST REGION 9-STATE pricing sheets.
- 4.3.5 AT&T SOUTHEAST REGION 9-STATE may, at its option, move to a single LS Usage rate element, listed as Local Switching Usage, per MOU in the AT&T SOUTHEAST REGION 9-STATE pricing sheets. 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 Local Switching Usage rate shall apply going forward.
- 4.4 Optional Two-way Extended Area Service (EAS) – AT&T TEXAS: When the NXX of the telephone number provided to CARRIER is one associated with an optional EAS arrangement, CARRIER shall pay a flat-rated monthly LS port additive for the optional EAS toll package(s) inherent in the telephone number.
- 4.5 Bill Claim/Dispute Charge. This charge shall be applied to CARRIER each time it submits a billing dispute to which a claim number is assigned through the then-current process and the charges are "sustained" (verified as correct) by AT&T-21STATE. AT&T-21STATE's then-current Billing Claims Dispute Spreadsheet must be used by CARRIER when raising claims/disputes about its LS invoices. In those instances where a single Spreadsheet carries multiple disputes based upon the same reason, the Bill Claim/Dispute Charge would be applied once as to those instances only if the disputed charge is sustained.

- 4.6 Paper Bill Charge - Applicable Interstate Tariff Rate per incident. Prior to the effectiveness of this Attachment, CARRIER shall notify AT&T-21STATE, via a profile update, which Alternate Bill Media (ABM) (NDM Connect Direct feed) CARRIER has selected as its primary billing option. This charge shall apply to any paper bill rendered more than thirty (30) days after CARRIER has been fully enabled by AT&T-21STATE to send CARRIER's bills via the initially selected ABM. The charge will apply per monthly bill cycle, per each state, for each paper bill mailed.
- 4.7 Duplicate Bill Charge - per incident. This charge shall apply each time CARRIER requests a duplicate production of a bill, whether in the current or any past cycle (as may be available), when the original bill previously rendered by AT&T-21STATE does not have any defects that prohibit its processing or use by CARRIER.
- 4.8 Non-EFT Payment Charge - per incident. This charge shall apply when CARRIER renders any payment hereunder by manner other than as required by Section 11.5 of the General Terms and Conditions. By way of example only, payments made via check, cash, or money order are subject to this charge.
- 4.9 Service Order Expedite Request - per incident. This charge shall apply to each incident in which CARRIER requests and receives a shorter interval than the standard offered for installation of a LS port. The decision on whether to provide a shorter interval (a service order expedite) shall be made solely by AT&T-21STATE.
- 4.10 In the LS/LST Pricing Sheets where rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each LS port will be one (1) month. After the initial month for a LS port, billing will be on the basis of whole or fractional months used.

## **5.0 Maintenance of Service**

- 5.1 If trouble appears to occur with LS or LST, CARRIER will first determine whether the trouble is in CARRIER's own equipment and/or facilities or those of the end user customer being served using LS or LST. If CARRIER determines the trouble is with AT&T-21STATE's LS or LST, CARRIER will issue a trouble report to AT&T-21STATE.
- 5.2 CARRIER shall pay Maintenance of Service charges/additional labor charges, as found in the AT&T-12STATE pricing sheets for AT&T-12STATE and according to AT&T SOUTHEAST REGION 9-STATE's access tariffs for AT&T SOUTHEAST REGION 9-STATE, when CARRIER reports suspected LS or LST trouble and AT&T-21STATE dispatches personnel to an outside location or AT&T-21STATE Central Office and trouble was not caused by AT&T-21STATE's LS or LST.
- 5.3 CARRIER shall pay Maintenance of Service charges when AT&T-21STATE dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than AT&T-21STATE or in detariffed CPE provided by AT&T-21STATE, unless covered under a separate maintenance agreement.
- 5.4 CARRIER shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.
- 5.5 AT&T-21STATE shall not be obligated to dispatch any AT&T-21STATE personnel to any location outside of AT&T-21STATE's network or premises pursuant to this Attachment. The foregoing includes no obligation to dispatch to a CARRIER location or premises, or to a CARRIER customer location or premises.
- 5.6 Maintenance of Service charges will apply per incidence at the rate listed in the AT&T-12STATE pricing sheets for AT&T-12STATE and according to AT&T SOUTHEAST REGION 9-STATE's access tariffs for AT&T SOUTHEAST REGION 9-STATE.
- 5.7 If CARRIER requests or approves an AT&T-21STATE technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CARRIER will pay Maintenance of Service charges for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

## **6.0 Access to LS**

- 6.1 CARRIER shall access a LS port (regardless of whether purchasing LST with that LS port) via collocation in the AT&T-21STATE premises where the Serving Switch that will provide such LS port is located. Collocation is not provided pursuant to this Agreement or Attachment, but rather the terms and conditions for collocation, including

without limitations pricing and availability, would be as set forth in the CARRIER's interconnection agreement or an applicable tariff in the state in which that premises is located. Where CARRIER is so collocated and CARRIER orders a LS port (with or without LST), AT&T-21STATE will extend a cross connection for that LS port to the CARRIER's physical or virtual collocation Point of Termination (POT).

## **7.0 Appendices**

7.1 Included as integral parts of this Attachment are the following listed Appendices, which are attached and incorporated by this reference:

- 7.1.1 Appendix LS 800
- 7.1.2 Appendix LS Alternately Billed Traffic "ABT"
- 7.1.3 Appendix LS LIDB and CNAM
- 7.1.4 Appendix LS OSS
- 7.1.5 Appendix LS 911/E911
- 7.1.6 Appendix LS DUF
- 7.1.7 Appendix LS Number Portability
- 7.1.8 Appendix LS OS-DA

## APPENDIX LS 800



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## APPENDIX LS 800 (Toll Free Calling Database)

### 1.0 Introduction/Description

- 1.1 This Appendix is an integral part of the Attachment Local Switching (LS) and LS Transport (LST) ("Attachment") between AT&T-21STATE and CARRIER, and sets forth the terms and conditions for use of the Toll Free Calling Database as part of LS. The Toll Free Calling Database terms and conditions provided under the Attachment and this Appendix are only available as part of and use in conjunction with LS. This Appendix is only applicable when CARRIER is purchasing LS, and then only as part of the LS being provided (e.g., not for use separately, or with respect to any other offering by AT&T-21STATE).
  - 1.2 As part of LS, the use of the Toll Free Calling Database supports the processing of toll free calls (e.g., 800 and 888) originating from a LS port where identification of the appropriate carrier (800 Service Provider) to transport the call is dependent upon the full ten digits of the toll free number (e.g., 1+800+NXX+XXXX). Use of the Toll Free Calling Database includes all 800-type dialing plans (i.e., 800, 888, and other codes as may be designated in the future).
  - 1.3 Use of the Toll Free Calling Database provides the carrier identification function required to determine the appropriate routing of an 800 or other toll free number based on the geographic origination of the call, from a specific or any combination of NPA/NXX, NPA or LATA call origination detail.
- ### 2.0 General Terms and Conditions
- 2.1 Use of the Toll Free Calling Database provided under the Agreement and this Attachment is only available as part of and use in conjunction with LS.
  - 2.2 Use of the Toll Free Calling Database is offered separate and apart from other network capabilities that may be available for use as part of LS, e.g., end office 800 (SSP) functionality and (CCS/SS7) signaling. This Appendix is separate from the terms and conditions that may be applicable for such related elements, and in no way shall this Appendix be construed to circumvent the terms and conditions as specified for such related elements. This Appendix is only applicable when CARRIER is purchasing LS, and then only as part of the LS being provided (e.g., not for use separately, or with respect to any other offering by AT&T-21STATE).
  - 2.3 Each Party reserves the right to modify its network pursuant to other specifications and standards, which may include Telcordia's specifications, defining specific service applications, message types, and formats that may become necessary to meet the prevailing demands within the U.S. telecommunications industry. All such changes shall be announced in accordance with the then prevailing industry standard procedures. Each Party shall work cooperatively to coordinate any necessary changes.
  - 2.4 CARRIER acknowledges and agrees that CCS/SS7 network overload due to extraordinary volumes of queries and/or other SS7 network messages can and will have a detrimental effect on the performance of AT&T-21STATE's CCS/SS7 network and its Toll Free Calling Database. CARRIER further agrees that AT&T-21STATE, at its sole discretion, may employ certain automatic and/or manual overload controls within AT&T-21STATE's CCS/SS7 network to guard against these detrimental effects.
  - 2.5 During periods of Toll Free Calling Database system congestion, AT&T-21STATE shall utilize an automatic code gapping procedure to control congestion that may affect the service of all customers of AT&T-21STATE's Toll Free Calling Database. For example, during an overload condition, the automatic code gapping procedures shall tell AT&T-21STATE's Toll Free Calling Database when to begin to drop one out of three queries received. This code gapping procedure shall be applied uniformly to all users of AT&T-21STATE's Toll Free Calling Database. AT&T-21STATE reserves the right to manually invoke the automatic code gapping procedure to control congestion.
  - 2.6 CARRIER shall not use any Toll Free Calling Database information to copy, store, maintain or create any table or database of any kind or for any purpose.
  - 2.7 Rates for 8XX Access Ten Digit Screening in AT&T SOUTHEAST REGION 9-STATE are located in the AT&T SOUTHEAST REGION 9-STATE pricing schedule.

# **APPENDIX LS ALTERNATELY BILLED TRAFFIC (ABT)**

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## APPENDIX LS ALTERNATELY BILLED TRAFFIC (ABT)

### 1.0 Introduction/Description

- 1.1 This Appendix is an integral part of the Attachment Local Switching (LS) and LS Transport (LST) between AT&T-21STATE and CARRIER, and sets forth the terms and conditions for "Alternately Billed Traffic" or "ABT" (as defined herein) provided as part of Local Switching by the applicable AT&T-21STATE ILEC. The ABT terms and conditions provided under the Agreement and this Appendix are only available as part of and use in conjunction with LS. This Appendix is only applicable when CARRIER is purchasing LS, and then only as part of the LS being provided (e.g., not for use separately, or with respect to any other offering by AT&T-21STATE).
- 1.2 "Alternately Billed Traffic" or "ABT" means a service that allows either Party's end users to bill calls to accounts that may not be associated with the originating line, and includes all of the following call types terminated to or from a LS port:
- Local and intraLATA toll Collect calls,
  - Local and intraLATA toll Bill-to-Third-Number calls, and
  - Local and intraLATA toll Calling Card calls.
- 1.3 ABT can flow in either direction, for example, either originated by an AT&T-21STATE end user and terminating to a CARRIER's LS port, or originated on a CARRIER's LS port and terminating to an AT&T-21STATE end user. The Agreement and this Appendix therefore cover each Party's obligation to pay the other Party on an intercarrier basis for ABT to or from either Party's end users when CARRIER is purchasing LS.
- 1.3.1 ABT does not include any interLATA long distance charges assessed by an Interexchange Carrier (IXC), or any 900, 976 or other Information Services charges.
- 1.4 Each Party will pay the other Party all tariffed charges for ABT calls accepted by their respective end users pursuant to the terms and conditions of the Agreement and this Appendix.
- 1.5 Because ABT occurring up to and including the termination date of the Agreement will be billed and paid on an intercarrier basis in the month following the termination date or later, the Parties acknowledge and agree that they will carry out this Appendix until the ABT subject to it has been billed and paid on an intercarrier basis, and will use commercially reasonable efforts to include all intercarrier ABT billing, payments and /or credits no later than the 30<sup>th</sup> day following the termination date of the Agreement. In no case shall the purchasing Party be liable for ABT charges for which ABT call detail was not furnished by the other Party within one hundred and eighty days of the date on which such usage was incurred.
- ### 2.0 Daily Usage File (DUF) Rated Messages
- 2.1 AT&T-21STATE will provide rated ABT call detail via the Daily Usage file (DUF).
- 2.2 AT&T-21STATE will record usage of all ABT on LSs. The recorded ABT minutes of use will be transmitted to the CARRIER electronically via the Daily Usage File (DUF). All message detail on the DUF shall be provided in accordance with Exchange Message Interface (EMI) guidelines supported by the Ordering and Billing Forum (OBF). See DUF and OSS LS Appendices.
- 2.3 CARRIER will provide rated ABT call detail via the Daily Usage File (DUF) or a mutually agreeable industry standard mechanism.
- 2.4 The ABT will be expressed as "rated message," meaning the tariff rates applied to the individual call.
- 2.4.1 For ABT calls originating on the AT&T-21STATE network and terminating to CARRIER's LS ports, the rates for the ABT rated message will be as found in the applicable AT&T-21STATE tariffs, as those tariffs may be amended from time to time.

- 2.4.2 For ABT calls originating by CARRIER's LS ports and terminating to an AT&T-21STATE end user, the rates for the ABT rated message will be as found in the applicable CARRIER tariffs, as those tariffs may be amended from time to time.
- 2.4.3 In the event tariffing is no longer permitted or required by the appropriate regulatory commission, references to a tariff shall be deemed to refer to the corresponding provisions of the standard service descriptions, pricing and other provisions implemented by such party to replace the tariff, as may be revised from time to time.

2.5 AT&T-21STATE also records and transmits usage for third party local exchange carriers' ABT accepted by CARRIER's end users. AT&T-21STATE will pass through all third party traffic without re-rating the messages.

### 3.0 INTERCARRIER PAYMENT OF ABT CHARGES

- 3.1 On a reciprocal basis, each Party hereby agrees to pay the other Party all of the other Party's ABT charges monthly. The Parties agree that the payment of ABT charges permits the paying Party to own outright the other Party's ABT charges, and to collect those ABT charges as if they were its own, without recourse or further adjustment.
- 3.2 The originating Party will pay the Party that has the billable end user a Billing and Collection (B&C) fee per billed message as set forth in the pricing schedule.
- 3.3 If AT&T-21STATE is obligated to pay CARRIER for ABT, the billing, payment, and dispute provisions of Section 11 of the General Terms and Conditions shall apply, with CARRIER substituted for AT&T-21STATE and AT&T-21STATE substituted for CARRIER.

### 4.0 Blocking ABT Calls

- 4.1 On a line by line basis, CARRIER may choose to block any of its LS-served end users from generating ABT billing by ordering Toll Billing Exception (TBE) blocking at the terminating end of a LS port for collect and/or bill to third number calls, subject to applicable ordering processes and service order charges as specified elsewhere in the Agreement for each specific State.
- 4.2 AT&T-21STATE may choose to block any of its end users from generating ABT billing by establishing Toll Billing Exception on a line by line basis.

### 5.0 Taxes on ABT Charges

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

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

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

### 7.0 Miscellaneous Terms and Conditions

- 7.1 This document contains the complete agreement between the Parties and supersedes all prior settlement agreements, negotiations and discussions between the Parties pertaining to ABT for the term of the Agreement and this Appendix.

# APPENDIX LS LIDB AND CNAM

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## APPENDIX LS LIDB AND CNAM

### 1.0 Introduction

- 1.1 This Appendix is an integral part of the Attachment Local Switching (LS) and LS Transport (LST) ("Attachment") between AT&T-21STATE and CARRIER, and sets forth the terms and conditions for storage and administration of data in and querying the Line Information Data Base (LIDB) and/or the CNAM Database provided by the applicable AT&T Inc. (AT&T)-owned Incumbent Local Exchange Carrier (ILEC) in conjunction only with LS purchased by CARRIER. This Attachment expressly does not apply to any LIDB or CNAM querying, storage and/or administration for any method of CARRIER provisioning local exchange or other service except for LS, or for any other LIDB or CNAM storage or administration for CARRIER or any entity acting on behalf of, or through any relationship with, CARRIER.

### 2.0 Description of Service

- 2.1 Line Information Database (LIDB) and Calling Name (CNAM) database services (collectively "DB Services") provided under this Agreement shall only be available with LS. AT&T-21STATE will provide CARRIER with: storage of CARRIER's End Users' names and validation information in the databases used by AT&T-21STATE ("AT&T database"), and per-Query access to CNAM information, only when CARRIER is using LS to provision local exchange telecommunications service.
- 2.2 AT&T-21STATE's DB Services are used to validate billing of collect calls, calls billed to a third party number and nonproprietary calling card calls (where available), to screen out attempts to bill calls to payphones, for billing and for fraud prevention. DB Services also provide the ability to associate a name with the calling party's number for any name and number ("CNAM") stored in the AT&T-21STATE database, allowing an End User (to which a call is being terminated and which subscribes to the necessary services) to view the calling party's name.
- 2.3 CARRIER's End Users' names and validation information used to provision local exchange telecommunications service shall be stored in the AT&T-21STATE Database, and shall be available, on a per query basis only, to all entities that launch queries to that database. AT&T-21STATE, at its sole discretion, may opt to interconnect with and query other databases. In the event AT&T-21STATE does not query a third party calling name database that stores the calling party's information, AT&T-21STATE cannot deliver the calling party's information to a called End User. In addition, AT&T-21STATE cannot deliver the calling party's information where the calling party subscribes to any service that would block or otherwise cause the information to be unavailable.
- 2.4 For each End User that subscribes to a switch based vertical feature providing calling name information to that End User for calls received, AT&T-21STATE will launch a query on a per call basis to the AT&T-21STATE Database or to a third party database, if available. AT&T-21STATE retains sole discretion to determine which (if any) third party databases will be queried and may, at its sole discretion, modify its choice of database vendors with whom it chooses to make arrangements. AT&T-21STATE may disable a switch based vertical feature providing calling name information to an End User for calls received if AT&T suspects, in its reasonable judgment, that such End User is using the vertical feature to data mine calling name information.
- 2.5 AT&T-21STATE provides access to information in the AT&T-21STATE Database, including CARRIER's End User information, to various providers of telecommunications services via queries to the AT&T-21STATE Database pursuant to tariffs and contracts. Information stored for CARRIER, pursuant to this Agreement, shall be available to those providers and other third parties.
- 2.6 When necessary for fraud control measures, AT&T-21STATE may perform additions, updates and deletions of CARRIER's data to the LIDB (e.g., calling card deactivation).
- 2.7 Responsibilities of the Parties
- 2.7.1 CARRIER's line records shall be populated with CARRIER's End User information through the use of a service order. CARRIER will input and administer data in the same manner AT&T-21STATE administers its

own data (e.g., via Service Order). CARRIER shall accurately, timely and completely populate all information for each of its CARRIER's End User line records.

### **3.0 Pricing**

- 3.1 AT&T-21STATE shall not charge CARRIER a separate charge for storage of CARRIER's End Users' names and validation information in the AT&T-21STATE Database. However, service order charges may apply. CNAM queries made from AT&T-12STATE service platforms under this Agreement are included as part of the service offering. For AT&T SOUTHEAST REGION 9-STATE, there is a charge of two dollars and eleven cents (\$2.11) per line, per month flat rate for CNAM queries that are launched within the AT&T SOUTHEAST REGION 9-STATE region, from lines that have a vertical feature used to launch such queries.

### **4.0 Ownership of Information**

- 4.1 CARRIERS storing information in the AT&T-21STATE Database retain full and complete ownership and control over such information. CARRIER shall not obtain any ownership interest in any other data by virtue of this Agreement (including without limitation this Attachment).
- 4.2 Unless expressly authorized in writing between the Parties, CARRIER will use queried CNAM information only for the purpose of delivery of Calling Name Information to CARRIER's LS End Users who have a switch based vertical feature providing calling name information (e.g., CNDS). CARRIER may use queried CNAM information for such authorized purpose only on a call-by-call basis. CARRIER may not store for future use any data that CARRIER obtains from these DB Services.
- 4.3 CARRIER will not copy, store, maintain, or create any table or database of any kind based upon information CARRIER receives from queries launched under this Agreement.
- 4.4 In any agreement or tariff in which CARRIER provides CNAM information to its LS End Users, CARRIER will prohibit such End Users from maintaining or creating any table or database from any information provided under this Agreement and/or providing such information, table or database to any third party.
- 4.5 In addition to any other remedies available at law or in equity or under the Agreement, if CARRIER use of information for any purpose not specifically authorized under the Agreement (including without limitation this Attachment), AT&T-21STATE may immediately terminate the Agreement and stop providing access to AT&T-21STATE's DB Services, including the service that launches queries, without liability to CARRIER and/or any LS End Users.

# **APPENDIX LS OPERATIONS SUPPORT SYSTEMS (OSS)**

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## APPENDIX LS OPERATIONS SUPPORT SYSTEMS (OSS)

### 1.0 Introduction

- 1.1 This Appendix is offered in connection with the Private Commercial Agreement for Local Switching (LS) and LS Local Transport (LST) between AT&T-21STATE and CARRIER, and sets forth terms and conditions for use of Operations Support Systems (OSS) “functions” for pre-ordering, ordering, provisioning, maintenance/repair, and billing that AT&T-21STATE makes available to CARRIER in conjunction with 271 Local Switching (“271LS”).

### 2.0 Definitions

- 2.1 “Service Bureau Provider (SBP)” means a company which has been engaged by a CARRIER to act on its behalf for purposes of accessing AT&T-21STATE OSS application-to-application interfaces via a dedicated connection over which multiple CARRIER’s local service transactions are transported.

### 3.0 General Provisions

- 3.1 AT&T-21STATE’s OSS are comprised of systems and processes that are in some cases region-specific (hereinafter referred to as “Regional OSS”). Regional OSS is available only in the regions where such systems and processes are currently operational.
- 3.2 AT&T-21STATE will provide electronic access to OSS via web-based GUIs and application-to-application interfaces. These GUIs and interfaces will allow CARRIER to perform pre-order, order, provisioning, maintenance and repair functions in connection with CARRIER’s purchase of 271LS.
- 3.3 The Parties agree that this Offering is not subject to any AT&T-21STATE change management processes (often referred to as “CMP”). Provided however, that changes to systems and processes that are common to both the Offerings hereunder and AT&T-21STATE Section 251 offerings shall continue to be managed via CMP and CARRIER hereunder shall be subject to the outcomes of such CMP. AT&T shall provide reasonable notice of any process or system changes not subject to CMP.
- 3.4 AT&T-21STATE will provide all relevant documentation (manuals, user guides, specifications, etc.) regarding business rules and other formatting information, as well as practices and procedures, necessary to handle OSS related requests. All relevant documentation will be readily accessible at AT&T’s CLEC Online website. Documentation may be amended by AT&T-21STATE in its sole discretion from time to time. All Parties agree to abide by the procedures contained in the then-current documentation.
- 3.5 AT&T-21STATE’s OSS are designed to accommodate requests for both current and projected demands of CARRIER and other CARRIERS in the aggregate.
- 3.6 CARRIER shall advise AT&T-21STATE no less than seven (7) Business Days in advance of any anticipated ordering volumes above CARRIER’s normal average daily volumes.
- 3.7 It is the sole responsibility of CARRIER to obtain the technical capability to access and utilize AT&T-21STATE’s OSS interfaces. All hardware and software requirements for the applicable AT&T-21STATE Regional OSS are specified on AT&T’s CLEC Online website.
- 3.8 CARRIER must access the AT&T-21STATE OSS interfaces as indicated in the connectivity specifications and methods set forth on AT&T’s CLEC Online website.
- 3.9 Prior to initial use of AT&T-21STATE’s Regional OSS, CARRIER shall attend and participate in implementation meetings to discuss CARRIER access plans in detail and schedule testing.
- 3.10 The technical support function of electronic OSS interfaces can be accessed via the AT&T CLEC Online website. CARRIER will also provide a single point of contact for technical issues related to CARRIER’s use of AT&T-21STATE’s electronic interfaces.
- 3.11 When OSS processes are not available electronically, AT&T-21STATE shall make manual processes available.

- 3.12 Due to enhancements and on-going development of access to AT&T-21STATE CARRIER OSS functions, certain interfaces may be modified, may be temporarily unavailable, or may be phased out after execution of this Agreement. AT&T-21STATE shall provide reasonable notice of interface phase-out. Notice for those interfaces subject to CMP shall be provided in accordance with CMP.
- 3.13 The Parties agree to provide one another with toll-free contact numbers for the purpose of addressing ordering, provisioning and maintenance of services issues. Contact numbers for maintenance/repair of services shall be staffed twenty-four (24) hours per day, seven (7) days per week.
- 3.14 Proper Use of OSS Interfaces
  - 3.14.1 CARRIER shall use AT&T-21STATE electronic interfaces, as described herein, exclusively for the purposes specifically provided herein. In addition, CARRIER agrees that such use will comply with AT&T-21STATE's Data Connection Security Requirements as identified in Section 9.0 below of this Attachment. Failure to comply with the requirements of this Attachment, including such security guidelines, may result in forfeiture of electronic access to OSS functionality. In addition, CARRIER shall be responsible for and indemnifies AT&T-21STATE against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of AT&T-21STATE's OSS from CARRIER systems, workstations or terminals or by CARRIER employees, agents, or any Third Party gaining access through information and/or facilities obtained from or utilized by CARRIER and shall pay AT&T-21STATE for any and all damages caused by such unauthorized entry.
  - 3.14.2 CARRIER's access to pre-order functions will only be used to view Customer Proprietary Network Information (CPNI) of another carrier's End User where CARRIER has obtained an authorization from the End User for release of CPNI.
    - 3.14.2.1 CARRIER must maintain records of individual End Users' authorizations for change in local Exchange Service and release of CPNI which adhere to all requirements of state and federal law, as applicable.
    - 3.14.2.2 CARRIER is solely responsible for determining whether proper authorization has been obtained and holds AT&T-21STATE harmless from any loss on account of CARRIER's failure to obtain proper CPNI consent from an End User. The Parties agree not to view, copy, or otherwise obtain access to the customer record information about any other carriers' End Users without proper permission. CARRIER will obtain access to End User customer record information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided.
  - 3.14.3 AT&T-21STATE shall be free to connect an End User to any CARRIER based upon that CARRIER's request and that CARRIER's assurance that proper End User authorization has been obtained. CARRIER shall make any such authorization it has obtained available to AT&T-21STATE upon request and at no charge.
  - 3.14.4 By using electronic interfaces to access OSS functions, CARRIER agrees to perform accurate and correct ordering of LS Services. CARRIER is also responsible for all actions of its employees using any of AT&T-21STATE's OSS. As such, CARRIER agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by AT&T-21STATE caused by any and all inaccurate ordering or usage of the OSS, if such costs are not already recovered through other charges assessed by AT&T-21STATE to CARRIER. In addition, CARRIER agrees to indemnify and hold AT&T-21STATE harmless against any claim made by an End User of CARRIER or Third Parties against AT&T-21STATE caused by or related to CARRIER's use of any AT&T-21STATE OSS.
  - 3.14.5 In the event AT&T-21STATE has good cause to believe that CARRIER has used AT&T-21STATE OSS in a way that conflicts with this Agreement or Applicable Law, AT&T-21STATE shall give CARRIER written Notice describing the alleged misuse ("Notice of Misuse"). CARRIER shall immediately refrain from the alleged misuse until such time that CARRIER responds in writing to the Notice of Misuse, which CARRIER shall provide to AT&T-21STATE within twenty (20) calendar days after receipt of the Notice of Misuse. In

the event CARRIER agrees with the allegation of misuse, CARRIER shall refrain from the alleged misuse during the term of this Agreement.

- 3.14.6 In the event CARRIER does not respond to the Notice of Misuse or does not agree that the CARRIER's use of AT&T-21STATE OSS is inconsistent with this Agreement or Applicable Law, then the Parties agree to the following steps:

3.14.6.1 If such misuse involves improper access of pre-order applications or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, CARRIER shall continue to refrain from using the particular OSS functionality in the manner alleged by AT&T-21STATE to be improper, until CARRIER has implemented a mutually agreeable remedy to the alleged misuse.

3.14.6.2 To remedy the misuse for the balance of the Agreement, the Parties will work together as necessary to mutually determine a permanent resolution for the balance of the term of the Agreement.

- 3.14.7 In order to determine whether CARRIER has engaged in the alleged misuse described in the Notice of Misuse, AT&T-21STATE shall have the right to conduct an audit of CARRIER's use of the AT&T-21STATE OSS. Such audit shall be limited to auditing those aspects of CARRIER's use of the AT&T-21STATE OSS that relate to the allegation of misuse as set forth in the Notice of Misuse. AT&T-21STATE shall give ten (10) calendar days advance written Notice of its intent to audit CARRIER ("Audit Notice") under this Section, and shall identify the type of information needed for the audit. Such Audit Notice may not precede the Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) calendar days after the date of the Audit Notice (unless otherwise agreed by the Parties), CARRIER shall provide AT&T-21STATE with access to the requested information in any reasonably requested format, at an appropriate CARRIER location, unless otherwise agreed to by the Parties. The audit shall be at AT&T-21STATE's expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. AT&T-21STATE agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within AT&T-21STATE. If CARRIER fails to cooperate in the audit, AT&T-21STATE reserves the right to terminate CARRIER's access to electronic processes.

#### **4.0 Pre-Ordering**

- 4.1 AT&T-21STATE Regional OSSs are available in order that CARRIER can perform the pre-ordering functions for 271LS Services, including but not limited to:
- 4.1.1 Service address validation;
  - 4.1.2 Telephone number selection;
  - 4.1.3 Service and feature availability;
  - 4.1.4 Due date information;
  - 4.1.5 Customer service information.
- 4.2 Loop make-up information is not necessary for LS and, although the function may be available as a pre-ordering function of the Interfaces, CARRIER is not authorized to receive loop make-up information pursuant to this Agreement. CARRIER shall not request loop make-up information for LS and shall indemnify AT&T-21STATE against any claims, loss damage or other expenses arising as a result of CARRIER requesting loop make-up.
- 4.3 Complete Regional OSS pre-order functions may be found on AT&T's CLEC Online website.
- 4.4 CARRIER shall provide AT&T-21STATE with access to End User record information, including circuit numbers associated with each telephone number where applicable. CARRIER shall provide such information within four (4) hours after requested via electronic access where available. If electronic access is not available, CARRIER shall

provide to AT&T-21STATE paper copies of End User record information, including circuit numbers associated with each telephone number where applicable. CARRIER shall provide such End User service records within twenty-four (24) hours of a valid request, exclusive of Saturdays, Sundays and holidays.

- 4.5 Data validation files provided are described on the AT&T CLEC Online website. These files provide an alternate method of acquiring pre-ordering information that is considered relatively static and are available via the pre-order GUI, AT&T's CLEC Online website, or other distribution methods.

## **5.0 Ordering**

- 5.1 AT&T-21STATE will provide ordering functionality. To order LS CARRIER will format a Local Service Request (LSR) in accordance with applicable AT&T-21STATE ordering requirements and other terms and conditions of this Agreement. Ordering requirements are located on AT&T's CLEC Online website.
- 5.2 AT&T-21STATE product/service intervals are located on AT&T's CLEC Online website.
- 5.3 AT&T-21STATE shall return a Firm Order Confirmation (FOC) in accordance with the applicable performance intervals. CARRIER shall provide to AT&T-21STATE an FOC per the guidelines located on AT&T's CLEC Online website.
- 5.4 AT&T-21STATE shall bill to CARRIER an LSR charge and/or appropriate service order charges based on the manner in which the order is submitted (e.g. manually, semi-mechanized, mechanized) at the rate set forth in the applicable Pricing Schedule, and/or applicable tariffs, price lists or service guides to this Agreement for each LSR submitted. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON).

## **6.0 Provisioning**

- 6.1 Access to order status and provisioning order status is available via the regional pre-ordering and ordering GUIs, AT&T's CLEC Online website, and application-to-application interfaces.
- 6.2 AT&T-21STATE shall provision services during its regular working hours. To the extent CARRIER requests provisioning of service to be performed outside AT&T-21STATE's regular working hours, or the work so requested requires AT&T-21STATE's technicians or project managers to work outside of regular working hours, AT&T-21STATE will assess overtime charges as set forth on an individual case basis.
- 6.3 In the event AT&T-21STATE must dispatch to the End User's location more than once for provisioning of LS due to incorrect or incomplete information provided by CARRIER (e.g., incomplete address, incorrect contact name/number, etc.), AT&T-21STATE will bill CARRIER for each additional dispatch required to provision due to the incorrect/incomplete information provided. AT&T-21STATE will assess the Maintenance of Service Charge/Trouble Determination Charge/Trouble Location Charge/Time and Material Charges/Additional Labor Charges from the applicable Pricing Schedule, and/or applicable tariffs, price list or service guides.

## **7.0 Maintenance/Repair**

- 7.1 AT&T-21STATE will provide CARRIER with access to electronic interfaces for the purpose of reporting and monitoring trouble.
- 7.2 The methods and procedures for trouble reporting outlined on the AT&T CLEC Online website shall be used.
- 7.3 AT&T-21STATE will maintain, repair and/or replace LS in accordance with this agreement.
- 7.4 Neither CARRIER nor its End Users shall rearrange, move, disconnect, remove or attempt to repair any facilities owned by AT&T-21STATE except with the prior written consent of AT&T-21STATE.
- 7.5 CARRIER will be responsible for testing and isolating troubles on LS. CARRIER must test and isolate trouble to the AT&T-21STATE network before reporting the trouble to the Maintenance Center. Upon request from AT&T-21STATE at the time of the trouble report, CARRIER will be required to provide the results of the CARRIER test isolating the trouble to the AT&T-21STATE network.
- 7.6 For all LS repair requests, CARRIER shall adhere to AT&T-21STATE's prescreening guidelines prior to referring the trouble to AT&T-21STATE.



- 7.7 CARRIER will contact the appropriate AT&T-21STATE repair centers in accordance with procedures established by AT&T-21STATE.
- 7.8 AT&T-21STATE reserves the right to contact CARRIER's End Users, if deemed necessary, for provisioning or maintenance purposes.
- 7.9 Repair requests are billed in accordance with the provisions of this Agreement. If CARRIER reports a trouble on a AT&T-21STATE LS and no trouble is found in AT&T-21STATE's network, AT&T-21STATE will charge CARRIER a Maintenance of Service Charge/Trouble Determination Charge/Trouble Location Charge/Time and Material Charges/Additional Labor Charges for any dispatching and testing (both inside and outside the Central Office) required by AT&T-21STATE in order to confirm the working status. AT&T-21STATE will assess these charges at the rates set forth in the Pricing Schedule and/or applicable tariffs.
- 7.10 In the event AT&T-21STATE must dispatch to an End User's location more than once for repair or maintenance of LS Services due to incorrect or incomplete information provided by CARRIER (e.g., incomplete address, incorrect contact name/number, etc.), AT&T-21STATE will bill CARRIER for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. AT&T-21STATE will assess the Maintenance of Service Charge/Trouble Determination Charge/Trouble Location Charge/Time and Material Charges/Additional Labor Charges at the rates set forth in the Pricing Schedule and/or applicable tariffs.
- 7.11 CARRIER shall pay Time and Material charges when AT&T-21STATE dispatches personnel and the trouble is in equipment or communications systems provided by an entity other than AT&T-21STATE or in detariffed CPE provided by AT&T-21STATE, unless covered under a separate maintenance agreement.
- 7.12 CARRIER shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.
- 7.13 If CARRIER issues a trouble report allowing AT&T-21STATE access to End User's premises and AT&T-21STATE personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that AT&T-21STATE personnel are dispatched. Subsequently, if AT&T-21STATE personnel are allowed access to the premises, these charges will still apply.
- 7.14 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of AT&T-21STATE performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of AT&T-21STATE performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of AT&T-21STATE performed other than on a normally scheduled workday.
- 7.14.1 If CARRIER requests or approves an AT&T-21STATE technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CARRIER will pay Time and Material charges for any additional work to perform such services, including requests for installation or other work outside of normally scheduled working hours.

## **8.0 Billing**

- 8.1 AT&T-21STATE will provide billing information as necessary to allow CARRIER to perform billing functions.
- 8.1.1 The charges for bill data are dependent upon the manner in which such bill data is delivered to CARRIER.
- 8.1.1.1 CARRIER agrees to pay the applicable rates set forth in the Pricing Schedule and/or applicable tariffs, price list or service guides.

## 9.0 Data Connection Security Requirements

- 9.1 CARRIER agrees to comply with AT&T-21STATE data connection security procedures, including but not limited to procedures on joint security requirements, information security, user identification and authentication, network monitoring, and software integrity. These procedures are set forth on the AT&T CLEC Online website.
- 9.2 CARRIER agrees that interconnection of CARRIER data facilities with AT&T-21STATE data facilities for access to OSS will be in compliance with AT&T-21STATE's "Competitive Local Exchange Carrier (CARRIER) Operations Support System Interconnection Procedures" document current at the time of initial connection to AT&T-21STATE and available on the AT&T CLEC Online website.
- 9.3 Joint Security Requirements:
- 9.3.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.).
- 9.3.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.
- 9.3.3 CARRIER shall immediately notify AT&T-21STATE when an employee user ID is no longer valid (e.g. employee termination or movement to another department).
- 9.3.4 The Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.
- 9.3.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the CARRIER's or AT&T-21STATE's network. At a minimum, this shall include access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.
- 9.3.6 The Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.
- 9.4 Additional Responsibilities of the Parties:
- 9.4.1 Modem/DSU Maintenance and Use Policy:
- 9.4.1.1 To the extent the access provided hereunder involves the support and maintenance of CARRIER equipment on AT&T-21STATE's premises, such maintenance will be provided under the terms of the "Competitive Local Exchange Carrier (CARRIER) Operations Support System Interconnection Procedures" document cited in Section 9.2 above.
- 9.4.2 Monitoring:
- 9.4.2.1 Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is

not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.

- 9.4.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.
- 9.4.4 In the event that one (1) Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.
- 9.4.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.
- 9.4.6 All network-related problems will be managed to resolution by the respective organizations, CARRIER or AT&T-21STATE, as appropriate to the ownership of a failed component. As necessary, CARRIER and AT&T-21STATE will work together to resolve problems where the responsibility of either Party is not easily identified.

9.5 Information Security Policies and Guidelines for Access to Computers, Networks and Information by Non-Employee Personnel:

- 9.5.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 9.6 below through Section 9.12 below inclusive summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to CARRIER or AT&T-21STATE, respectively, as the providers of the computer, network or information in question.
- 9.5.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.

9.6 General Policies:

- 9.6.1 Each Party's resources are approved for this Agreement's business purposes only.
- 9.6.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.
- 9.6.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.
- 9.6.4 Authorized users shall not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.
- 9.6.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

9.7 User Identification:

- 9.7.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.
- 9.7.2 User identification shall be accomplished by the assignment of a unique, permanent user ID, and each user ID shall have an associated identification number for security purposes.
- 9.7.3 User IDs will be revalidated on a monthly basis.

9.8 User Authentication:

- 9.8.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.
- 9.8.2 Passwords must not be stored in script files.
- 9.8.3 Passwords must be entered by the user.
- 9.8.4 Passwords must be at least six (6) to eight (8) characters in length, not blank or a repeat of the user ID; contain at least one (1) letter, and at least one (1) number or special character must be in a position other than the first or last position. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.
- 9.8.5 Systems will require users to change their passwords regularly (usually every thirty-one (31) days).
- 9.8.6 Systems are to be configured to prevent users from reusing the same password for six (6) changes/months.
- 9.8.7 Personal passwords must not be shared. Any user who has shared his password is responsible for any use made of the password.

9.9 Access and Session Control:

- 9.9.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.
- 9.9.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.

9.10 User Authorization:

- 9.10.1 On the destination system, users are granted access to specific resources (e.g., databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user ID is approved for access to the system.

9.11 Software and Data Integrity:

- 9.11.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.
- 9.11.2 All software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.
- 9.11.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be accessed through the direct connection or dial up access to OSS Interfaces.
- 9.11.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

9.12 Monitoring and Audit:

- 9.12.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:

*"This is a(n) (AT&T or CARRIER) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."*

- 9.12.2 After successful authentication, each session will display the last logon date/time and the number of unsuccessful logon attempts. The user is responsible for reporting discrepancies.

## 10.0 **Miscellaneous**

- 10.1 Unless otherwise specified herein, charges for the use of AT&T-21STATE's OSS, and other charges applicable to pre-ordering, ordering, provisioning and maintenance and repair, shall be at the applicable rates set forth in the Pricing Schedule and/or applicable tariffs, price list or service guides.

- 10.2 Single Point of Contact:

- 10.2.1 CARRIER will be the single point of contact with AT&T-21STATE for ordering activity for LS Services used by CARRIER to provide services to its End Users, except that AT&T-21STATE may accept a request directly from another CARRIER, or AT&T-21STATE, acting with authorization of the affected End User. Pursuant to a request from another carrier, AT&T-21STATE may disconnect any LS Service being used by CARRIER to provide service to that End User and may reuse such network elements or facilities to enable such other carrier to provide service to the End User. AT&T-21STATE will notify CARRIER that such a request has been processed but will not be required to notify CARRIER in advance of such processing.

- 10.3 Use of Facilities:

- 10.3.1 When an End User of CARRIER elects to discontinue service and to transfer service to another LEC, including AT&T-21STATE, AT&T-21STATE shall have the right to reuse the facilities provided to CARRIER, regardless of whether those facilities are provided as LS, and regardless of whether the End User served with such facilities has paid all charges to CARRIER or has been denied service for nonpayment or otherwise. AT&T-21STATE will notify CARRIER that such a request has been processed after the disconnect order has been completed.

- 10.4 AT&T-21STATE will provide loss notifications to CARRIER. This notification alerts CARRIER that a change requested by another Telecommunications provider has/or may result in a change in the Local Service Provider associated with a given telephone number. It will be provided via the ordering GUI and application-to-application interfaces and AT&T's CLEC Online website, as applicable.

## 11.0 **Service Bureau Provider Arrangements for Shared Access to OSS**

- 11.1 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, CARRIER shall be permitted to access AT&T-21STATE OSS via a Service Bureau Provider as follows:

- 11.1.1 CARRIER shall be permitted to access AT&T-21STATE application-to-application OSS interfaces, via a Service Bureau Provider where CARRIER has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with AT&T-21STATE to allow Service Bureau Provider to establish access to and use of AT&T-21STATE's OSS.

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

- 11.1.3 It shall be the obligation of CARRIER to provide Notice in accordance with the Notice provisions of the General Terms and Conditions of this Agreement whenever it establishes an agency relationship with a Service Bureau Provider or terminates such a relationship. AT&T-21STATE shall have a reasonable transition time to establish a connection to a Service Bureau Provider once CARRIER provides Notice.

Additionally, AT&T-21STATE shall have a reasonable transition period to terminate any such connection after Notice from CARRIER that it has terminated its agency relationship with a Service Bureau Provider.

# APPENDIX LS

## 911/E911

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## APPENDIX LS

### 911/E911

#### 1.0 Introduction

- 1.1 This Appendix is an integral part of the Attachment Local Switching (LS) and LS Transport (LST) between CARRIER and AT&T-21STATE, and sets forth terms and conditions for E911 Service provided as part of Local Switching by the applicable AT&T-21STATE ILEC. Use of E911 Service provided under the Agreement and this Appendix is only available as part of and use in conjunction with LS. This Appendix is only applicable when CARRIER is purchasing LS, and then only as part of the LS being provided (e.g., not for use separately, or with respect to any other offering by AT&T-21STATE).

#### 2.0 Definitions

- 2.1 "911 Trunk" means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from an AT&T-21STATE Serving Switch to the 911/E911 system.
- 2.2 "Automatic Location Identification" or "ALI" means the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.
- 2.3 "Automatic Number Identification" or "ANI" means the telephone number associated with the access line from which a call to 911 originates.
- 2.4 "Company Identifier" or "Company ID" means a three to five (3 to 5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the end user. The Company Identifier is maintained by NENA in a nationally accessible database.
- 2.5 "Database Management System" or "DBMS" means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 systems.
- 2.6 "E911 Customer" means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one telephone number, 911.
- 2.7 "E911 Universal Emergency Number Service" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service") or "E911 Service" means a telephone exchange communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).
- 2.8 "Emergency Services" means police, fire, ambulance, rescue, and medical services.
- 2.9 "Emergency Service Number" or "ESN" means a three to five (3 to 5) digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency (ies).
- 2.10 "National Emergency Number Association" or "NENA" means the National Emergency Number Association is a not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number". NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.
- 2.11 "Public Safety Answering Point" or "PSAP" means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs

are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.

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

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

### **3.0 AT&T-21STATE Responsibilities**

3.1 AT&T-21STATE shall provide and maintain such equipment at the 911 SR and the DBMS as is necessary to perform the 911/E911 services set forth herein when AT&T-21STATE is the 911/E911 Service Provider for a Rate Center in which CARRIER is authorized to provide local telephone exchange service and has LS end user customers. This shall include the following:

#### **3.2 Call Routing**

3.2.1 AT&T-21STATE will switch 911 calls from CARRIER's LS ports through the 911 SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.

3.2.2 AT&T-21STATE will forward the calling party number (ANI) of CARRIER's LS ports and the associated Service Location Address provided by CARRIER for its LS end user customers to the PSAP for the Automatic Location Identification (ALI) display. If no ANI is forwarded to the 911 SR that serves the AT&T-21STATE Serving Switch where CARRIER's LS port is provisioned, AT&T-21STATE will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded, but no ALI record is found in the E911 DBMS, AT&T-21STATE will forward a "No Record Found" to the PSAP and report this "No Record Found" condition to the CARRIER in accordance with NENA standards.

#### **3.3 911 Trunking**

3.3.1 AT&T-21STATE shall provide and maintain sufficient dedicated 911 trunks from AT&T-21STATE's Serving Switch where CARRIER's LS port is provisioned to the 911 SR and from the 911 SR to the PSAP of the E911 Customer, according to provisions of the appropriate state Commission-approved tariff and documented specifications of the E911 Customer.

#### **3.4 911 Database Maintenance**

3.4.1 Where AT&T-21STATE manages the 911/E911 database, AT&T-21STATE shall store the CARRIER's LS end user customer 911 Records (that is, the name, address, and associated telephone number(s) for each of CARRIER's LS end user customers) in the electronic data processing database for the 911 DBMS.

3.4.2 Where AT&T-21STATE manages the DBMS, AT&T-21STATE shall establish a process for the management of NPA splits by populating the DBMS with the appropriate NPA codes.

3.4.3 Where AT&T-21STATE is the 911/E911 Service Provider, AT&T-21STATE shall provide CARRIER LS end user customer location information to the PSAP and shall accept calls from PSAPs concerning E911 Service for CARRIER LS end user customers. CARRIER and AT&T-21STATE agree to work cooperatively on requests from a PSAP in an expeditious manner if such a request requires participation from both parties.

#### **3.5 Where AT&T-21STATE is the 911/E911 Database Provider**

3.5.1 AT&T-21STATE, upon receipt of an LSR from CARRIER for LS end user customer records, will perform any necessary error correction of a LS end user customer record if said record errs as a result of 911 data validation processes and that such error can be corrected without additional information provided to AT&T-21STATE from CARRIER. If the LS record does not pass 911 data validation processes and requires additional input from CARRIER, CARRIER and AT&T-21STATE will work cooperatively to correct such error.

- 3.5.2 AT&T-21STATE shall use the appropriate service order process to update and maintain CARRIER LS end user customer service address information utilized for inclusion in the Automatic Location Identification (ALI) database used to support 911/E911 on a non-discriminatory basis.
- 3.5.3 AT&T-21STATE, upon receipt of a change to the Master Street Address Guide (MSAG) from an authorized E911 Customer, will update CARRIER LS end user customer records in the ALI Database. AT&T-21STATE will update all CARRIER LS end user customer records in the ALI database affected by such a change in accordance with the MSAG change submitted by the E911 Customer. The Parties agree to work cooperatively to address discrepancies in the 911 database.
- 3.5.4 AT&T-21STATE, upon receipt of an ALI Database Error Report from an authorized E911 Customer, will update CARRIER LS end user customer records in the ALI Database in accordance with the change to the ALI record submitted by the E911 Customer. The Parties agree to work cooperatively to address discrepancies in the E911 database.
- 3.5.5 AT&T-21STATE, upon receipt of a "No Record Found" (NRF) or Misroute report from an authorized E911 Customer, will investigate and resolve said NRF or Misroute report on CARRIER's behalf. If said NRF or Misroute report requires assistance from CARRIER, CARRIER and AT&T-21STATE will work cooperatively to resolve all NRFs and Misroutes in an expeditious manner.

#### **4.0 Carrier Responsibilities**

- 4.1 CARRIER or its representatives shall be responsible for providing CARRIER's LS end user customer Records to AT&T-21STATE for inclusion in AT&T-21STATE's 911 DBMS on a timely basis. CARRIER shall provide AT&T-21STATE with accurate and complete information regarding CARRIER's LS end user customer(s) in a format and time frame prescribed by AT&T-21STATE for purposes of E911 administration.
- 4.2 CARRIER shall order and provide accurate service address information for all LS orders using the Local Service Request (LSR) process established by AT&T-21STATE. Where AT&T-21STATE is the 911/E911 Service Provider, AT&T-21STATE shall provide access to E911 Services for CARRIER's LS end user customers in the same manner that it provides such access to AT&T-21STATE own retail end users. This access shall include 911 call routing to a Public Safety Answering Point (PSAP) designated to receive a 911 call from a CARRIER LS end user customer based on the service location of that LS end user customer.
- 4.3 CARRIER is responsible for collecting from its LS end user customers and remitting to the appropriate municipality or other governmental entity any applicable 911/E911 surcharges assessed on the local service provider and/or LS end user customers by any municipality or other governmental entity within whose boundaries the CARRIER provides local exchange service using LS.
- 4.4 All CARRIER LS end user customer 911 Records, in accordance with NENA standards, will use the appropriate AT&T-21STATE NENA Company ID to identify the dial tone provider of record and where applicable submit the necessary documentation to establish the appropriate NENA Company ID.

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

- 5.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of AT&T-21STATE's 911/E911 and any other emergency services tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

#### **6.0 Contingency**

- 6.1 The terms and conditions of this Appendix represent a negotiated plan for providing 911/E911 Service in conjunction with LS.
- 6.2 The Parties agree that the E911 Service is provided for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by AT&T-21STATE and CARRIER.

## **7.0 Basis of Compensation**

- 7.1 Rates for E911 Services are set forth in Exhibit 1 – LS 911/E911 for those states where AT&T-21STATE is prohibited by law, tariff, or otherwise from billing the E911 Customer for the 911 Database maintenance functions within this Appendix associated with a LS port.

## **8.0 Liability**

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

**EXHIBIT 1 – 271LS 911/E911****ILLINOIS**

911 Database Management

ANI/ALI/SR

Per 100 Records

\$3.53

**INDIANA**

911 Database Management

ANI/ALI/SR

Per 100 Records

\$3.55

**MICHIGAN**

911 Database Management

ANI/ALI/SR

Per 100 Records

\$3.93

**OHIO**

911 Database Management

ANI/ALI/SR

Per 100 Records

\$5.32

**WISCONSIN**

911 Database Management

ANI/ALI/SR

Per 100 Records

\$3.75

# APPENDIX LS DAILY USAGE FILE (DUF)

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## APPENDIX 271LS DAILY USAGE FILE (DUF)

### 1.0 Introduction and Scope

- 1.1 This Appendix is an integral part of the Private Commercial Agreement for Local Switching (LS) and LS Transport (LST) between AT&T-21STATE and CARRIER, and sets forth additional terms and conditions for Daily Usage File (DUF) of message data provided as part of Local Switching by the applicable AT&T-21STATE ILEC. The DUF terms and conditions provided under the Agreement and this Appendix are only available as part of and use in conjunction with LS. This Appendix is only applicable when CARRIER is purchasing LS, and then only as part of the LS being provided (e.g., not for use separately, or with respect to any other offering by AT&T-21STATE).

### 2.0 Daily Usage File (DUF)

- 2.1 If and to the extent technically available and consistent with the availability and provision of usage records previously associated with basic analog UNE-P, AT&T-21STATE will provide CARRIER a specific Daily Usage File ("DUF") containing message data recorded by AT&T-21STATE from CARRIER customer local and Access usage of LS and LS Transport, and alternately billed calls being billed to CARRIER's LS Numbers. Such recorded message data will be provided by AT&T-21STATE in accordance with Exchange Message Interface (EMI) guidelines supported by OBF. Any exceptions to the supported formats will be noted in the DUF implementation requirements documentation for each AT&T-21STATE ILEC. Procedures and processes for implementing the interfaces with AT&T-21STATE will be included in implementation requirements documentation.
- 2.2 File transmission for DUF is requested at an OCN level. If CARRIER has a single OCN that covers multiple states and DUF is requested for that OCN, then DUF will be provided for that OCN and those states that the OCN covers. CARRIER must provide to AT&T-21STATE a separate written request for each OCN no less than sixty (60) calendar days prior to the desired first transmission date for each file.
- 2.3 For LS Services purchased in AT&T-12STATE there is not a separate rate for DUF, if requested. However, DUF may be requested in AT&T SOUTHEAST REGION 9-STATE in association with LS Services and charges will apply. For DUF requested in AT&T SOUTHEAST REGION 9-STATE, AT&T will bill CARRIER for DUF in accordance with the applicable rates set forth in the AT&T SOUTHEAST REGION 9-STATE Pricing Schedule under Daily Usage Files.
- 2.4 Unless otherwise specified herein with respect to Alternately Billed Service Calls, call detail for LEC-carried calls that are alternately billed to CARRIER's LS Numbers will be forwarded to CARRIER as rated call detail on the DUF.
- 2.5 Interexchange call detail on LS Numbers that is forwarded to AT&T-21STATE for billing, which would otherwise be processed by AT&T-21STATE for its retail end users, will be returned to the IXC and will not be passed through to CARRIER. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a CARRIER account. Billing for information/enhanced services and other ancillary services traffic will be passed through when AT&T-21STATE records the message.
- 2.6 Neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever with respect to DUFs or message data associated with LS. A Party shall not be liable for its inability to meet the terms of this Section where such inability is caused by failure of the other Party to comply with its obligations. Each Party is obliged to use its best efforts to mitigate damages and to inform the other of issues and concerns regarding DUFs and/or message data so that analysis and investigation can occur and, if warranted, action taken to address and resolve any such issues or concerns. Included within the types of issues and/or concerns would be those that might indicate CARRIER is not being sent the volume and/or type of records that it expects (e.g., anomalous trends, significant usage records shifts/usage changes in short period of time lack of record types, record mismatches, the possibility of "missing" records). The Parties agree to work cooperatively to resolves these issues.
- 2.7 When AT&T-21STATE is notified that, due to its error or omission, incomplete message data has been provided to CARRIER, upon written request from CARRIER, AT&T-21STATE will make reasonable efforts to locate and/or recover the message data recorded no earlier than sixty (60) calendar days from the date the details initially were



made available to CARRIER, and provide it to CARRIER at no additional charge. Such requests to recover the message data must be made within thirty (30) calendar days from the date the details initially were made available to CARRIER, or that CARRIER should have reasonably known or had reason to know of any such error or omission. If such written request is not received by AT&T-21STATE within thirty (30) calendar days, AT&T-21STATE shall have no further obligation to recover the data and shall have no further liability to CARRIER.

- 2.8 Except as provided in Section 2.7, AT&T-21STATE shall have no further liability to CARRIER beyond its obligation to make reasonable efforts to locate and/or recover the incomplete message data, for the data recorded no earlier than the previous sixty (60) calendar days.
- 2.9 If, despite timely written request or notification by CARRIER, message detail is lost or unrecoverable as a direct result of AT&T-21STATE having lost or damaged tapes or incurred system outages while performing recording and/or processing of message detail, AT&T-21STATE and CARRIER will estimate the volume of lost messages and associated revenue based on reciprocal compensation and Access rates available herein for the average intrastate, interstate and/or local call. In such events, AT&T-21STATE's liability to CARRIER shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost compensation associated with the lost message detail for a period of time no greater than the previous sixty (60) calendar days. AT&T-21STATE shall have no obligation or liability for unrecoverable message detail beyond the previous sixty (60) calendar days.
- 2.10 AT&T-12STATE will not be liable for any costs incurred by CARRIER when CARRIER is transmitting Return DUF files via data lines and a transmission failure results in the non-receipt of data by AT&T-12STATE. Return DUF files cannot be transmitted to AT&T SOUTHEAST REGION 9-STATE.
- 2.11 CARRIER also agrees to release, defend, indemnify and hold harmless AT&T-21STATE from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by AT&T-21STATE employees and equipment associated with provision of any message data or other usage data as part of or in conjunction with LS. This includes, but is not limited to lawsuits and complaints arising from disclosure of any customer specific information associated with either the originating or terminating telephone numbers or calls to a LS port or LS Number.
- 2.12 Rates for DUF in AT&T SOUTHEAST REGION 9-STATE are listed in the AT&T SOUTHEAST REGION 9-STATE price schedule.

# **APPENDIX LS LOCAL NUMBER PORTABILITY (LNP)**

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## APPENDIX LS LOCAL NUMBER PORTABILITY (LNP)

### 1.0 Introduction

1.1 This Appendix is an integral part of the Attachment Local Switching (LS) and LS Transport (LST) between AT&T-21STATE and CARRIER, and sets forth the terms and conditions for Local Number Portability mutually provided by AT&T-21STATE and CARRIER for use in conjunction with LS. Use of the LNP provided under the Agreement and this Appendix is only available as part of and use in conjunction with LS. This Appendix is only applicable when CARRIER is purchasing LS, and then only as part of the LS being provided (e.g., not for use separately, or with respect to any other offering by AT&T-21STATE).

1.2 This Appendix applies only when CARRIER is using LS that is being provided by AT&T-21STATE switches to or from which telephone numbers may be ported, pursuant to 47 U.S.C. § 251(b)(2) and associated FCC rules and orders, for serving CARRIER's customers. CARRIER acknowledges that this Appendix shall not apply to porting involving any other arrangement (e.g., CARRIER owns and/or operates its own switch; CARRIER uses a third-party switch to provide local exchange service; CARRIER uses another AT&T-21STATE offering to provide local exchange service).

### 2.0 Local Number Portability (LNP)

#### 2.1 General Terms and Conditions

2.1.1 The Parties agree to provide Local Number Portability (LNP) via Location Routing Number (LRN) to each other as required by applicable law, including the FCC's orders in CC Docket No. 95-116, and consistent with Industry practices.

#### 2.2 The Parties shall:

2.2.1 disclose, upon request, any technical limitations that would prevent LNP implementation in a particular switching office; and

2.2.2 provide LNP services and facilities where technically feasible, subject to the availability of facilities, and only from properly equipped central offices.

#### 2.3 Obligations of AT&T-21STATE

2.3.1 AT&T-21STATE has deployed LRN in all of their circuit switches used to provide LS that exist on the Effective Date.

2.3.2 AT&T-21STATE may cancel any line-based calling cards associated with telephone numbers ported from any of their switches.

#### 2.4 Obligations of CARRIER

2.4.1 CARRIER shall adhere to AT&T-21STATE's Local Service Request (LSR) format and LNP due date intervals.

#### 2.5 Obligations of Both Parties

2.5.1 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original end user, the ported telephone number will be released back to the telecommunications carrier owning the switch in which the telephone number's NXX is native.

2.5.2 AT&T-21STATE has the right to block default routed call entering a network in order to protect the public switched network from overload, congestion, or failure propagation.

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

#### 2.6 Limitations of Service

2.6.1 Telephone numbers can be ported as a basic network offering only within AT&T-21STATE rate centers or rate districts, whichever is a smaller geographic area, as approved by state Commissions.

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

2.7 Basic SPNP Service

- 2.7.1 The Parties agree not to charge each other for ordering, provisioning, or conversion of ported telephone numbers as a means for the other to recover the costs associated with LNP. Notwithstanding the foregoing, AT&T-21STATE may charge CARRIER LNP end-user surcharges in conjunction with the provision of LS ports, provided that the conditions set forth in 47 C.F.R. § 52.33 are met.

# **APPENDIX LS OPERATOR SERVICES AND DIRECTORY ASSISTANCE (OS/DA)**

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## 1.0 Introduction and Scope

- 1.1. This Appendix sets forth terms and conditions for Operator Services (OS) and Directory Assistance (DA) calls provided in conjunction with Local Switching and shared transport ("LS") by the applicable AT&T-21STATE ILEC. The OS/DA terms and conditions provided under this Appendix are only available as part of and use in conjunction with LS. This Appendix is only applicable when CARRIER is purchasing LS, and then only as part of the LS being provided (e.g., not for use separately, or with respect to any other offering by AT&T-21STATE).
- 1.2. OS/DA is provided to CARRIER hereunder for use only with LS. AT&T-21STATE will provide OS and DA at the rates, terms and conditions set forth in this Appendix and the LS Pricing Sheets.
- 1.3. CARRIER's end users shall have the same ability to reach AT&T-21STATE OS and DA platforms as AT&T-21STATE retail end users served via the same AT&T-21STATE end office switch providing the LS. Where technically feasible and/or available the following OS/DA services will be provided:
  - Dialing 0 or 0+ the telephone number, AT&T-21STATE shall provide the Operator Services described in Section 2 below.
  - Dialing 411 or 1-411, HNP+555-1212, or 1+555-1212, AT&T-21STATE shall provide Directory Assistance as described in Section 3 below.
- 1.4. CARRIER's end users' OS/DA calls shall be answered by AT&T-21STATE OS and DA platforms with the same priority and using the same methods as for AT&T-21STATE retail end users.

## 2.0 Specifics of OS Offering

- 2.1. Operator Services Rate Structure. Where technically feasible and available, AT&T-21STATE will assess its OS charges based upon whether the CARRIER's end user is receiving (a) manual OS (i.e., provided by an operator), or (b) automated OS (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without operators). The Pricing Sheets contain the full set of OS recurring and nonrecurring rates.
  - 2.1.1. See the state-specific Pricing Sheets for the full set of OS rates that apply.
- 2.2. Operator Services Call Processing. AT&T-21STATE will provide OS to CARRIER's end users where technically feasible and/or available to AT&T-21STATE retail end users served in accordance with OS methods and practices that are in effect at the time the CARRIER's end user makes an OS call.
  - 2.2.1. AT&T-21STATE will provide the following services when originating a 0+ or 0- call, regardless of whether DA is also requested:
    - 2.2.1.1. General Assistance. The individual originating a 0+ or 0- call asks the operator to provide local and intraLATA dialing assistance for the purposes of completing calls or requesting information on how to place calls; handling sent paid calls; handling emergency calls, and providing rates where available.
    - 2.2.1.2. Consolidated Reference Rater (CRR), where technical feasible and/or available, provides reference information (business office and repair numbers) and rates for CARRIER end users.

## 3.0 Specifics of DA Offering

- 3.1. Rate Structure. Where technically feasible and available, AT&T-21STATE will not differentiate its DA products by type, and instead will charge for DA products on a flat rate per call.
- 3.2. Call Processing. AT&T-21STATE will provide DA Services to CARRIER's end users where technically feasible and/or available to AT&T-21STATE retail end users served in accordance with DA Services methods and practices that are in effect at the time CARRIER's end user makes a DA call.
  - 3.2.1. AT&T-21STATE will provide the following DA Services to CARRIER's end users:
    - 3.2.1.1. Local Directory Assistance. Consists of providing published name and telephone number.



- 3.2.1.2. Directory Assistance Call Completion (DACC). A service in which a local or an intraLATA call to the requested number is completed.
- 3.2.1.3. National Directory Assistance (NDA). A service whereby callers may request DA outside their LATA or local calling area for any listed telephone number in the United States.
- 3.2.1.4. Reverse Directory Assistance (RDA). A service consisting of providing listed local and national name and address information associated with a telephone number.
- 3.2.1.5. Business Category Search (BCS) A service in which an individual may request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

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

- 4.1. In all current AT&T-21STATE OS/DA switches in AT&T-21STATE service area, the incoming OS/DA call is automatically answered by a pre-recorded greeting loaded into the switch.
  - 4.1.1. CARRIER will provide announcement phrase information, via the Operator Services Translation Questionnaire ("OSTQ"). CARRIER must brand with name under which it is doing business and in conformity with any regulatory or legal requirements. AT&T-21STATE will then perform all of the loading and testing of the announcement prior to live traffic. CARRIER may also change its pre-recorded announcement at any time by providing a new pre-recorded announcement in the same manner, for subsequent loading and testing charges.
  - 4.1.2. If CARRIER does not wish to custom brand the OS/DA calls, CARRIER may also have its end user hear silence by having AT&T-21STATE load a recording of silence, for the shortest possible duration allowed by the switch, for which brand loading charges will still apply. .
  - 4.1.3. CARRIER understands that silent announcements may not be perceived by end users as ordinary mechanical handling of OS/DA calls.
    - 4.1.3.1. CARRIER agrees that if it does not brand the call, CARRIER shall indemnify and hold AT&T-21STATE harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing end user.
    - 4.1.3.2. AT&T-21STATE will be responsible for loading the CARRIER-provided recording or the silent announcement into all applicable OS and/or DA switches prior to live traffic and will test the announcement for sound quality at parity with that provided to AT&T-21STATE retail end users. CARRIER will be responsible for paying the initial recording or silent announcement loading charges, as well as any subsequent loading charges if a new brand announcement is provided as specified above.
  - 4.1.4. Where CRR is technically feasible and/or available, the applicable CARRIER-charged retail OS/DA rates and a CARRIER-provided contact number (e.g., reference to a business office or repair call center) are loaded into the system utilized by the OS operator.
    - 4.1.4.1. Where CRR is technically feasible and/or available, in response to end user inquiries about OS rates, the OS operator shall quote CARRIER retail OS rates, as they are provided by CARRIER. If further inquiries are made about rates, billing and/or other "business office" questions, the OS operator shall direct the calling party's inquiries to the CARRIER-provided contact number.
    - 4.1.4.2. Where technically feasible and/or available, AT&T-21STATE will be responsible for loading the CARRIER-provided OS/DA retail rates and the CARRIER-provided contact number(s) into the CRR database. CARRIER will be responsible for paying the initial reference and rate loading charges.

## 5.0 General Conditions

- 5.1. Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any Service(s) or features of Service(s) offerings that are contained in this Appendix on ninety (90) days' notice to the same extent as AT&T-21STATE has suspended, modified or terminated such Services or feature to its retail end-users served by the same platform.

## PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
LS	MI	Local Switching (LS)	LS Usage, per Originating or Terminating MOU (statewide)	XTQ			\$ 0.007000	NA	NA	Originating or Terminating MOU
LS	MI	Local Switching (LS)	Daily Usage Feed (DUF), per message	XTQ			\$0.00	NA	NA	message
LS	MI	Local Switching (LS)	Customized Routing, per Line Class Code, per switch	XTQ	UROPW		ICB	\$0.00	\$0.00	Line Class Code, per switch
LS	MI	Local Switching (LS)	New Custom OS or DA Route for LS-LST per carrier, per switch, per route	XTQ	PENDING		ICB	ICB	ICB	switch
LS	MI	Local Switching (LS)	Service Coordination Fee, per CLEC bill, per switch	XTQ	UFEPW		\$0.00	NA	NA	CLEC bill, per switch
LS	MI	Local Switching (LS)	Billing Establishment, per CLEC, per switch	XTQ	NR9UJ		N/A	\$0.00	NA	CLEC bill, per switch
LS	MI	Local Switching with LS Transport (LS-LST)	LS Usage	XTQ	USGV1		\$ 0.007000	NA	NA	
LS	MI	Local Switching with LS Transport (LS-LST)	LS-LST Blended Transport Usage	XTQ	USGV2		\$0.00	NA	NA	
LS	MI	Local Switching with LS Transport (LS-LST)	LS-LST Common Transport	XTQ	USGV5		\$0.00	NA	NA	
LS	MI	Local Switching with LS Transport (LS-LST)	LS-LST Tandem Switching Usage	XTQ	USGV6		\$0.00	NA	NA	
LS	MI	Local Switching with LS Transport (LS-LST)	LS-LST SS7 Signaling Transport	XTQ	USGV7		\$0.00	NA	NA	
LS	MI	Local Switching -- Non-Recurring Charges	Service Order - Install - Basic Line Port, per occasion	XTQ	NR9UU		N/A	\$10.00	NA	occasion
LS	MI	Local Switching -- Non-Recurring Charges	Service Order-Install-Basic Trunk Port, per occasion	XTQ	NR9UG		N/A	\$10.00	NA	occasion
LS	MI	Local Switching -- Non-Recurring Charges	Service Order - Install - Complex Line Port, per occasion	XTQ	NR9B5		N/A	\$10.00	NA	occasion
LS	MI	Local Switching -- Non-Recurring Charges	Service Order - Subsequent - Basic Line Port, per occasion	XTQ	NR9UV		N/A	\$10.00	NA	occasion
LS	MI	Local Switching -- Non-Recurring Charges	Service Order - Subsequent - Complex Line Port, per occasion	XTQ	NR9UV		N/A	\$10.00	NA	occasion
LS	MI	Local Switching -- Non-Recurring Charges	Service Order - Subsequent - LS Trunk Line Port, per occasion	XTQ	NR9UV		N/A	\$10.00	NA	occasion
LS	MI	Local Switching -- Non-Recurring Charges	Service Order - Record Work Only - Basic Port, per occasion	XTQ	NR9F6		N/A	\$10.00	NA	occasion
LS	MI	Local Switching -- Non-Recurring Charges	Service Order - Record Work Only - Complex Line Port, per occasion	XTQ	NR9F7		N/A	\$10.00	NA	occasion
LS	MI	Local Switching -- Non-Recurring Charges	Service Order - Record Work Only - Trunk Port, per occasion	XTQ	NR9F8		N/A	\$10.00	NA	occasion
LS	MI	Local Switching -- Non-Recurring Charges	Conversion from basic line port to ground start, or vice-versa, per change	XTQ	REAKD		N/A	\$25.00	NA	change
LS	MI	Local Switching - Port Charges	Analog Line Port	XTQ	UPC		\$29.00	\$40.00	NA	
LS	MI	Local Switching - Port Charges	Basic Line Port-PBX 2W	XTQ	UVL		\$30.00	\$40.00	NA	
LS	MI	Local Switching - Port Charges	Basic Line Port-PBX 1W In	XTQ	U1L		\$30.00	\$40.00	NA	
LS	MI	Local Switching - Port Charges	Basic Line Port-BXX 1W out	XTQ	UOL		\$30.00	\$40.00	NA	
LS	MI	Local Switching - Port Charges	Residence Only Port	XTQ	UJR		\$29.00	\$40.00	NA	
LS	MI	Local Switching - Port Charges	Basic COPTS Port/Smart Phone (IL ONLY)	XTQ	UYC		\$30.00	\$40.00	NA	
LS	MI	Local Switching - Port Charges	Ground Start Port	XTQ	UPZ		\$30.00	\$40.00	NA	
LS	MI	Local Switching - Port Charges	Ground Start Port 1W In	XTQ	U1Z		\$30.00	\$40.00	NA	
LS	MI	Local Switching - Port Charges	Ground Start Port 1W Out	XTQ	UOZ		\$30.00	\$40.00	NA	
LS	MI	Local Switching - Port Charges	Centrex Basic Line Port	XTQ	U3XAA		\$30.00	\$40.00	NA	
LS	MI	Local Switching - Port Charges	Centrex Basic Line Port	XTQ	U3XBA		\$30.00	\$40.00	NA	
LS	MI	Local Switching - Port Charges	Centrex Basic Line Port	XTQ	U3XCA		\$30.00	\$40.00	NA	
LS	MI	Local Switching - Port Charges	Centrex Basic Line Port	XTQ	U3XAB		\$30.00	\$40.00	NA	
LS	MI	Local Switching - Port Charges	Centrex Basic Line Port	XTQ	U3XBB		\$30.00	\$40.00	NA	
LS	MI	Local Switching - Port Charges	Centrex Basic Line Port	XTQ	U3XCB		\$30.00	\$40.00	NA	
LS	MI	Local Switching - Port Charges	Centrex Basic Line Port	XTQ	U3XAD		\$30.00	\$40.00	NA	
LS	MI	Local Switching - Port Charges	Centrex Basic Line Port	XTQ	U3XBD		\$30.00	\$40.00	NA	
LS	MI	Local Switching - Port Charges	Centrex Basic Line Port	XTQ	U3XCD		\$30.00	\$40.00	NA	
LS	MI	Local Switching - Port Charges	Centrex Basic Line Port	XTQ	U3XAE		\$30.00	\$40.00	NA	
LS	MI	Local Switching - Port Charges	Centrex Basic Line Port	XTQ	U3XBE		\$30.00	\$40.00	NA	
LS	MI	Local Switching - Port Charges	Centrex Basic Line Port	XTQ	U3XCE		\$30.00	\$40.00	NA	
LS	MI	Local Switching - Port Charges	Analog DID Trunk Port	XTQ	UPR		\$30.00	\$40.00	NA	
LS	MI	Local Switching - Port Charges	DID Trunk Port per telephone number	XTQ	UDM		\$0.00	NA	NA	telephone number
LS	MI	Local Switching - Port Charges	DID Trunk Port add/rearrange	XTQ	REAJG			\$50.00	NA	
LS	MI	ISDN BRI Port National	ISDN BRI Port National	XTQ	U2P		\$30.00	\$40.00	NA	
LS	MI	ISDN BRI Port National	per telephone number	XTQ	UZN		\$0.00	NA	NA	telephone number

## PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
LS	MI	ISDN BRI Port National	ISDN - Direct Port Custom	XTQ	U25		\$30.00	\$40.00	NA	
LS	MI	ISDN BRI Port National	per telephone number	XTQ	UZN		\$0.00	NA	NA	telephone number
LS	MI	DS1 Trunk Port	DS1 Trunk Port (LS Trunk Port)	XTQ	UROPT		\$150.00	\$200.00	NA	
LS	MI	Centrex	Centrex Basic Line Port	XTQ	U3XAA		\$30.00	\$40.00	NA	
LS	MI	Centrex	Centrex Basic Line Port	XTQ	U3XBA		\$30.00	\$40.00	NA	
LS	MI	Centrex	Centrex Basic Line Port	XTQ	U3XCA		\$30.00	\$40.00	NA	
LS	MI	Centrex	Centrex Basic Line Port	XTQ	U3XAB		\$30.00	\$40.00	NA	
LS	MI	Centrex	Centrex Basic Line Port	XTQ	U3XBB		\$30.00	\$40.00	NA	
LS	MI	Centrex	Centrex Basic Line Port	XTQ	U3XCB		\$30.00	\$40.00	NA	
LS	MI	Centrex	Centrex Basic Line Port	XTQ	U3XAD		\$30.00	\$40.00	NA	
LS	MI	Centrex	Centrex Basic Line Port	XTQ	U3XBD		\$30.00	\$40.00	NA	
LS	MI	Centrex	Centrex Basic Line Port	XTQ	U3XCD		\$30.00	\$40.00	NA	
LS	MI	Centrex	Centrex Basic Line Port	XTQ	U3XAE		\$30.00	\$40.00	NA	
LS	MI	Centrex	Centrex Basic Line Port	XTQ	U3XBE		\$30.00	\$40.00	NA	
LS	MI	Centrex	Centrex Basic Line Port	XTQ	U3XCE		\$30.00	\$40.00	NA	
LS	MI	Maintenance of Service	Maintenance of Service	XTQ	MVV		N/A	\$75.00		
LS	MI	LS Port-to-Collocation Cross Connects	2-Wire (not valid in IL)	XTQ	CXCT2		\$0.00	NA	NA	
LS	MI	LS Port-to-Collocation Cross Connects	2-Wire	XTQ	CXC9X		\$0.00	NA	NA	
LS	MI	LS Port-to-Collocation Cross Connects	4-Wire	XTQ	CXCDX		\$0.00	NA	NA	
LS	MI	LS Analog Trunk Port Features (per feature per port)	DID #s - per telephone number	XTQ	UDM		\$0.00	NA	NA	telephone number
LS	MI	LS Analog Trunk Port Features (per feature per port)	DID #s - per telephone number - ISDN	XTQ	UZN		\$0.00	NA	NA	telephone number
LS	MI	LS Analog Trunk Port Features (per feature per port)	ISDN DID Trunk Port - Customer - add/rearrange Channels	XTQ	REAJG		N/A	\$50.00		
LS	MI	LS Analog Trunk Port Features (per feature per port)	ISDN PRI Trunk Port - Custom/National - add/rearrange Channels	XTQ	REAKB		N/A	\$15.00		
LS	MI	Centrex System Charges	Centrex System Features, per common block	XTQ	USFCB		N/A	\$0.00	NA	common block
LS	MI	Centrex System Charges	Common Block, establishment, each - Install	XTQ	SEPUS			\$500.00		
LS	MI	Centrex System Charges	System features change or rearrangement, per feature, per occasion	XTQ	REAJY			\$100.00		common block
LS	MI	Centrex System Charges	System features activation or deactivation, Install	XTQ	NR9UE			\$250.00		
LS	MI	Directory Assistance	Directory Assistance Rate, per call	XTQ	OPEN		\$0.41			call
LS	MI	Directory Assistance	National Directory Assistance (NDA), per call	XTQ	OPEN		\$0.65			call
LS	MI	Directory Assistance	Reverse Directory Assistance (RDA), per call	XTQ	OPEN		\$0.65			call
LS	MI	Directory Assistance	Business Category Search (BCS), per call	XTQ	OPEN		\$0.65			call
LS	MI	Directory Assistance	Directory Assistance Call Completion (DACC), per call	XTQ	OPEN		\$0.15			call
LS	MI	OS/DA Automated Call Greeting and References / Rates	Branding - Other - Initial/Subsequent Load, per switch		OPEN		N/A	\$1,800.00	\$1,800.00	switch
LS	MI	OS/DA Automated Call Greeting and References / Rates	Branding and Reference/Rate Look Up, per OS/DA Call	XTQ	OPEN		\$0.03			OS/DA Call
LS	MI	OS/DA Automated Call Greeting and References / Rates	Rate Reference - Initial Load, per state, per OCN		OPEN		N/A	\$5,000.00		OCN
LS	MI	OS/DA Automated Call Greeting and References / Rates	Rate Reference - Subsequent Load, per state, per OCN		OPEN		N/A	\$1,500.00		OCN
LS	MI	Operator Services	Fully Automated Call Processing, per call	XTQ	OPEN		\$0.15			call
LS	MI	Operator Services	Operator - Assisted Call Processing - All Types, per work second	XTQ	OPEN		\$0.03			work second
LS	MI	Directory Assistance Listing Information Services	Directory Assistance Listing Information Services (See Applicable Retail Directory Services Tariff)		OPEN					
LS	MI	Alternately Billed Traffic ("ABT")	ABT Billing & Collection Fee, per call		OPEN		\$ 0.05			call