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December 21, 2017

Via Electronic Submission

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

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

Dear Ms. Dortch:

Pursuant to § 211 (a) of the Communications Act of 1934, as amended, and § 43.51 of the Commission's rules, AT&T hereby files an agreement between AT&T and Airus of Arkansas, Inc. The agreement adds Commercial CMDS Hosting service in the states of Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin. If you have any questions, please do not hesitate to contact me at (202) 463-4148.

Sincerely,

/s/ Keith Krom
Assistant Vice President-Senior Legal Counsel
AT&T Services, Inc.

AGREEMENT

BETWEEN

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 WHOLESAL, 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 AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

AIRUS OF ARKANSAS, INC., AIRUS, INC.



Signature: eSigned - John McCluskey

Signature: eSigned - William Bockelman

Name: eSigned - John McCluskey
 (Print or Type)

Name: eSigned - William Bockelman
 (Print or Type)

Title: General Manager
 (Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
 (Print or Type)

Date: 14 Nov 2017

Date: 14 Nov 2017

Airus of Arkansas, Inc., Airus, Inc.

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 AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	CLEC OCN
ARKANSAS	578H
ILLINOIS	910F
OHIO	695H

Description	ACNA Code(s)
ACNA(s)	VOX

COMMERCIAL AGREEMENT

between

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,
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,
Wisconsin Bell, Inc. d/b/a AT&T Wisconsin

and

Airus of Arkansas, Inc., Airus, Inc.

TABLE OF CONTENTS

<u>Section</u>	<u>Page Number</u>
1.0 Introduction	4
2.0 General Definitions Applicable to the Agreement (Including the Attachments)	4
3.0 Pricing	5
4.0 Reuse of Facilities	5
5.0 Technology Evolution	6
6.0 Termination	6
7.0 Branding	6
8.0 Force Majeure	7
9.0 Governing Law	7
10.0 Limitation of Liability/Indemnity	7
11.0 Billing and Payment of Rates and Charges and Billing Disputes	10
12.0 Dispute Resolution	11
13.0 Nondisclosure	13
14.0 Publicity	13
15.0 Assignment	13
16.0 Notices	13
17.0 Third Party Beneficiaries	15
18.0 Taxes	15
19.0 Effective Date, Term Expiration and Termination	16
20.0 Waiver	18
21.0 Disclaimer of Warranties	18
22.0 Relationship of the Parties	18
23.0 Filing of Agreement; Governmental Requirement	19
24.0 Amendments and Modifications	19
25.0 Interpretation/Joint Work Product	19
26.0 No License	19
27.0 Intellectual Property	19
28.0 Compliance and Certification	19
29.0 Network Maintenance and Mangement	19
30.0 Customer Inquiries/End User Notices	20
31.0 Insurance	20

32.0 Severability21

33.0 Survival21

34.0 Authority21

35.0 Counterparts.....22

36.0 Entire Agreement22

This Agreement is entered into by and between Airus of Arkansas, Inc., Airus, Inc. (hereinafter referred to as "CARRIER" or "CLEC") an AT&T-12STATE (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-12STATE 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 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, schedules, and addenda hereto) are integrally related and non-severable. In the event of any inconsistency or conflict between this Agreement (ignoring the Attachments) and an Attachment, the Attachment shall control but only to the extent of such inconsistency or conflict.
- 1.2.1 Attachment CA Hosting
 - Attachment MW Hosting
 - Attachment NV Hosting
 - Attachment SW Hosting
- 1.3 This Agreement is applicable to and binding upon both Parties in the states of California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, and Ohio, and only applies within the Service Areas (as defined below).
- 1.4 The facilities used by AT&T-12STATE to provide the products and/or services hereunder shall remain the property of AT&T-12STATE.
- 1.5 Except as may be expressly set herein forth or in an attachment hereto (terms in attachments apply to that specific attachment only), 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-12STATE 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-12STATE 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 CALIFORNIA" means Pacific Bell Telephone Company d/b/a AT&T California (and previously referred to as "SBC California").
- 2.2 "AT&T MIDWEST REGION 5-STATE" means 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, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin (and previously referred to as "SBC Midwest Region 5-State").
- 2.3 "AT&T MISSOURI" means Southwestern Bell Telephone Company d/b/a AT&T Missouri (and previously referred to as "SBC Missouri").
- 2.4 "AT&T NEVADA" means Nevada Bell Telephone Company d/b/a AT&T Nevada (and previously referred to as "SBC Nevada").
- 2.5 "AT&T OKLAHOMA" means Southwestern Bell Telephone Company d/b/a AT&T Oklahoma (and previously referred to as "SBC Oklahoma").

- 2.6 "AT&T SOUTHWEST REGION 5-STATE" means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas in Arkansas, Kansas, Missouri, Oklahoma, and/or Texas, respectively (and previously referred to as "SBC Southwest Region 5-State").
- 2.7 "AT&T-2STATE" means AT&T CALIFORNIA and AT&T NEVADA (and previously referred to as "SBC-2STATE").
- 2.8 "AT&T-7STATE" means AT&T SOUTHWEST REGION 5-STATE, AT&T CALIFORNIA, and AT&T NEVADA.
- 2.9 "AT&T-12STATE" means AT&T-2STATE, AT&T SOUTHWEST REGION 5-STATE and AT&T MIDWEST REGION 5-STATE (and previously referred to as "SBC-12STATE").
- 2.10 "AT&T-12STATE" means AT&T-2STATE, AT&T SOUTHWEST REGION 5-STATE, and AT&T MIDWEST REGION 5-STATE (and previously referred to as "SBC-13STATE").
- 2.11 "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).
- 2.12 "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 ten (10) percent.
- 2.13 "Business Day" means Monday through Friday, excluding holidays on which the applicable AT&T-12STATE ILEC does not provision new orders for retail telecommunications services. The use of only "day" in this Agreement refers to a calendar day.
- 2.14 "Intellectual Property" means copyrights, patents, trademarks, service marks, trade secrets, mask works and all other
- 2.15 "Service Area" means a geographic area in which AT&T-12STATE then serves as the incumbent local exchange carrier.

Pricing

- 3.1 The rates which shall apply under this Agreement are set forth in the various pricing schedules 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.

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-12STATE 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-12STATE 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-12STATE with all information necessary for AT&T-12STATE 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 an end user customer) changes its provider of service being provided by those existing facilities, and those existing network facilities that are available for use for providing the services and/or products provided under this Agreement.

5.0 Technology Evolution

5.1 Nothing in this Agreement shall constrain or otherwise limit AT&T-12STATE 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-12STATE 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-12STATE chooses.

5.1.1 AT&T-12STATE shall provide notice prior to evolving or otherwise modifying its networks such that any product, service or other offering provided under this Agreement will no longer be available in a Service Area, or if such product/service/offering will no longer be available when such product/service/offering had been or was being provided even though AT&T-12STATE was not obligated to provide it (in either situation, an "Affected Area"). By way of example only, if AT&T-12STATE is providing AT&T Local Wholesale Complete™ under this Agreement, "Basic Analog Switching Functionality" might become unavailable with the retirement of an existing circuit switch. Such notice shall be provided via the public notice requirements of 47 C.F.R. § 51.325 et seq. or, if not given thereunder, by providing at least 120 days' notice before implementation. CARRIER shall discontinue using such product/service/offering in the Affected Area by the end of such applicable notice period.

6.0 Termination

6.1 Notwithstanding anything to the contrary in this Agreement, upon violation of any conditions governing the furnishing of products and/or services under this Agreement, AT&T-12STATE may, without incurring any liability, discontinue furnishing products and/or services under this Agreement ("termination") upon notice as provided for in Section 16 below. If CARRIER disputes the violation, it shall notify AT&T-12STATE in writing within fourteen (14) days of receipt of notice from AT&T-12STATE 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-12STATE in writing that the violation has been corrected prior to expiration of the thirty (30) day notice and cure period or as otherwise agreed by the Parties. Following any such termination under this Section 6, neither Party shall have any further obligations under this Agreement (except for those obligations set forth in Sections 19.6 and 19.7 below). In the case of termination, all applicable charges, including without limitation outstanding charges, interest charges, late payment fees and termination charges shall become due. At its option, AT&T-12STATE may net amounts owed by CARRIER against funds which otherwise might be due to CARRIER from AT&T-12STATE under this or any other agreement between the Parties. If AT&T-12STATE 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-12STATE'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-12STATE'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-12STATE or its Affiliates, or (ii) state or imply that there is any joint business association or similar arrangement with AT&T-12STATE 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-12STATE will not provide for CARRIER branding of those products and/or services.

7.2 AT&T-12STATE shall not be obligated by this Agreement to provide CARRIER with branding of any kind including, but not limited to, technician apparel, vehicles, or forms; nor shall the AT&T-12STATE 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-12STATE shall not be responsible for delays or failures in performance resulting from acts or occurrences beyond AT&T-12STATE'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-12STATE's reasonable control. AT&T-12STATE will give prompt notice to CARRIER when an event, as listed above, has 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-12STATE 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-12STATE State in which the product(s) and/or service(s) at issue were provided, and, if agreement cannot be reached upon which state law applies, or if the issues involve the provision of product(s) and/or service(s) in multiple states, the laws of the State of Texas shall apply, 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, as well as the obligation to pay charges for products provided and/or services performed, and Taxes (as defined herein) associated with all such obligations, and 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-12STATE tariffs and products purchased by CARRIER from AT&T-12STATE 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-12STATE 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 to exceed twelve (12) months in any event). To the maximum extent permitted by applicable law, neither CARRIER nor AT&T-12STATE 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 10.1.2 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, 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-12STATE (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-12STATE's gross negligence or willful misconduct, subject to Section 10.1.5 below.
- 10.1.5 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, 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-12STATE OPERATES (BUT EXCLUDING ANY CLAIMS, LOSS(ES) AND DISPUTES RELATING TO OR ARISING OUT OF ANY AT&T-12STATE 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.
- 10.1.6 Any state or federal tariff references made within this Agreement, including all Attachments/Appendices, refer to tariffs filed by AT&T-12STATE, 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, 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-12STATE 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-12STATE 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-12STATE for damages to AT&T-12STATE'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-12STATE's facilities, or due to malfunction of any facilities, functions, products, services or equipment provided by any person or entity other than AT&T-

12STATE. Upon reimbursement for damages, AT&T-12STATE 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-12STATE 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-12STATE facilities and hereby agrees to release, defend and indemnify AT&T-12STATE, and hold AT&T-12STATE 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-12STATE 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 AT&T-12STATE shall include all charges under this Agreement on the monthly bill(s) rendered to CARRIER (hereinafter "invoice").

- 11.2 CARRIER shall pay all charges under this Agreement within thirty (30) days of the invoice date.
- 11.3 A good faith billing dispute under this Agreement requires CARRIER to provide a written claim to AT&T-12STATE to permit AT&T-12STATE to investigate the merits of the dispute. Such claim must identify the following within ten (10) Business Days from the date AT&T-12STATE 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.
- 11.4 CARRIER billing inquiries and/or claims of overbilling by AT&T-12STATE shall be referred to AT&T-12STATE 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-12STATE state. If the dispute is decided in favor of AT&T-12STATE, 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-12STATE 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-12STATE 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 twenty-four (24) 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 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. If the Parties are unable to resolve the non-billing dispute through informal dispute resolution procedures within sixty (60) calendar days after receipt of the letter initiating Dispute Resolution under Section 12.3.1 of this Agreement, then either Party may invoke Formal Dispute Resolution under Section 12.5 of this Agreement, or the Parties may agree, in writing, to extend the informal dispute resolution period for the number of days that they deem necessary to resolve the dispute.

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.
- 12.5.3 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. All arbitrations will be held in Dallas, Texas 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 data 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-12STATE and with AT&T-12STATE's prior written consent, which consent shall not be unreasonably withheld.

16.0 Notices

- 16.1 Notices given by CARRIER to AT&T-12STATE 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-12STATE 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 CARRIER has provided such information in Section 16.4 below;

16.2.2 delivered by facsimile provided CARRIER has provided such information in Section 19.4 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 Except as otherwise explicitly provided herein, notices will be addressed to the Parties as follows:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	John McCluskey General Manager
STREET ADDRESS	840 South Canal, 7th Floor
CITY, STATE, ZIP CODE	Chicago, IL 60607
FACSIMILE NUMBER	(312) 506-0931
PHONE NUMBER*	(312) 878-4160
EMAIL ADDRESS	jmcccluskey@airustel.com
NOTICE CONTACT	AT&T-12STATE 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 name, 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 16.0. 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-12STATE 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-12STATE to be received at least thirty (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-12STATE 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. At 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-12STATE 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 (herein "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-12STATE other than taxes imposed on the income of AT&T-12STATE. CARRIER shall reimburse AT&T-12STATE for the amount of any such Taxes that AT&T-12STATE is required to pay or collect. CARRIER agrees to indemnify and hold harmless AT&T-12STATE for any costs incurred by AT&T-12STATE as a result of actions taken by the applicable taxing authority to collect the Tax from AT&T-12STATE due to the failure of CARRIER to pay or collect and remit any Tax to such authority. Nothing shall prevent AT&T-12STATE 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-12STATE 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-12STATE 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-12STATE will not collect such Tax if CARRIER (a) furnishes AT&T-12STATE 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-12STATE with an indemnification agreement, reasonably acceptable to AT&T-12STATE, which holds AT&T-12STATE 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-12STATE 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-12STATE 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) Business Days after both Parties' final authorizing signatures have been affixed to this Agreement (the "Effective Date").
- 19.2 Except as otherwise provided herein, the term (the "Term") of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on December 31, 2019 (the "Expiration Date"). This Agreement shall automatically terminate on the first day following the Expiration Date of the Term ("Termination Date"), unless both Parties otherwise agree to extend the Term in writing via an amendment to this Agreement. Otherwise, upon the Termination Date of this Agreement, neither Party shall have any further obligation under this Agreement, except as otherwise set forth in Section 19.7 below and pursuant to Survival, Section 32.
- 19.3 In the event that CARRIER should wish to pursue a successor agreement with AT&T-12STATE to have in place upon the Termination Date of this Agreement, CARRIER must provide AT&T-12STATE with a written request to negotiate no later than 180 days prior to the Expiration Date of this Agreement. Upon AT&T-12STATE'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-12STATE continues to offer. For avoidance of doubt, nothing in this Agreement obligates AT&T-12STATE after the Termination Date to continue to offer or provide any services and/or product that were provided under this Agreement.
- 19.4 The rates, terms and conditions of this Agreement shall continue in full force and effect until the earlier of: (i) the effective date of the successor agreement, if any; or (ii) the Termination Date set forth in Section 19.2 above.
- 19.5 Notwithstanding any other provision of this Agreement, and in addition to AT&T-12STATE's rights to terminate under other Sections of this Agreement, including without limitation Sections 19.8, 19.9, and 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 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.
- 19.6 By the Expiration Date or Termination Date of this Agreement, AT&T-12STATE 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 Expiration Date or Termination Date 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 Expiration Date or Termination Date, unless otherwise provided herein or agreed by both Parties. If, before the Expiration Date or Termination Date, CARRIER has not transitioned or disconnected/discontinued the services that are being provided using the products and/or services hereunder, then AT&T-12STATE may terminate any such CARRIER services still in-service on the first day following such Expiration Date or Termination Date unless otherwise agreed in a writing signed by both Parties.

- 19.7 Upon the Expiration Date or Termination Date of this Agreement, in one or more State, neither Party shall have any further obligation under this Agreement in such State or State(s), except:
- 19.7.1 Each Party's confidentiality obligations shall survive; and
 - 19.7.2 Each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement;
 - 19.7.3 As provided in Survival, Section 32; and
 - 19.7.4 As may be provided elsewhere in the Agreement (including without limitation the Attachments).

In any event, AT&T-12STATE shall be under no obligation to provision any products and/or services pursuant to this Agreement as of and after the Expiration Date or Termination Date.

- 19.8 In the event that any federal or state government action (including by a regulatory agency, a court, or a legislature) requires AT&T-12STATE to: a) provide, modify or otherwise make available this Agreement or any part of this Agreement to CARRIER, any other telecommunications carrier, or any other person or entity, or b) permit or otherwise allow CARRIER, any other telecommunications carrier or any other person or entity to obtain any of the provisions of this Agreement as they were agreed to by the Parties without all of the other provisions of this Agreement, including by way of example, at prices or price structure/application or arrangements different than agreed to in this Agreement as a whole by the Parties, the Parties both agree, except to the extent prohibited by law, to waive their respective rights to such change in the Agreement, including but not limited to waiving any right they may have to obtain the terms available to other carriers, persons or entities as a result of such government action. However, if the Parties are prohibited from legally waiving the effects of such government action, then as between the Parties the procedures of Section 32 (Severability) shall be invoked to address those provisions that were required to be provided, modified, or otherwise made available to CARRIER, any other telecommunications carrier, or any other person or entity. Where the foregoing invocation of Section 32 (Severability) results in a right to terminate and is the result of a state government action, the right shall arise only in the state in which such action occurred and any termination of this Agreement would be for that state only (unless this Agreement is terminated pursuant to Section 19.9).

- 19.9 Section 19.9 (all references to Section 19.9 expressly includes its subsections) applies in accordance with its provisions, notwithstanding Section 19.8 or any other provision in this Agreement to the contrary.

- 19.9.1 AT&T-12STATE shall have the right to terminate this Agreement in whole or in part, upon written notice to CARRIER, in the event that any federal action, or state government actions in two or more states, (including by a regulatory agency, a court, or a legislature) requires AT&T-12STATE to: a) provide, modify or otherwise make available this Agreement or any part of this Agreement to any other telecommunications carrier, or any other person or entity, or b) permit or otherwise allow CARRIER, any other telecommunications carrier or any other person or entity to obtain any of the provisions of this Agreement as they were agreed to by the Parties without all of the other provisions of this Agreement as they were agreed to by the Parties, including by way of example, at prices or price structure/application or arrangements different than agreed to in this Agreement as a whole by the Parties. If such state government action only occurs in one state, AT&T-12STATE shall have the right to terminate the Agreement in that state by written notice to CARRIER. If such government action occurs at the federal level or in two or more states, AT&T-12STATE shall have the right to terminate, at its election, the Agreement in its entirety or, alternatively, only in one or more of the affected states, by written notice to CARRIER.
- 19.9.2 This Agreement shall be null and void, automatically and in its entirety in any single state if this Section 19.9 (in whole or in part) is rejected or held to be illegal, invalid and/or unenforceable, or otherwise not given effect in such state. This Agreement shall be null and void, automatically and in its entirety if either a) by state government action in two or more states, or b) by federal government action, this Section 19.9 (in whole or in part) is rejected or held to be illegal, invalid and/or unenforceable, or otherwise not given effect by such state and/or federal government action(s).
- 19.9.3 Any termination or invalidation of this Agreement under this Section 19.9 shall be effective as of the day before the effective date of such governmental action that triggered the invalidation or right to terminate, and AT&T-12STATE and CARRIER agree to expeditiously adopt and implement a transition plan to avoid

or minimize impact on CARRIER's customers (including without limitation its end user customers) who are being served using the products and/or services hereunder.

19.9.4 Each Party understands and acknowledges that (i) any right to terminate under this Section 19.9 becomes available even if this Agreement between the Parties themselves would otherwise be unaffected by the triggering federal or state government action; and (ii) that this Section 19.9 (as well as Section 19.8) is triggered and applies on each occurrence of any federal or state government action described in Sections 19.8, 19.9.1 and/or 19.9.2.

19.10 In addition, AT&T-12STATE shall have the right, at its sole discretion, to terminate this Agreement if an "Event of Default" occurs, with neither any notice of default by AT&T-12STATE nor an opportunity for cure by CARRIER required. Such right shall be exercised by providing a written notice to terminate to CARRIER. Events of Default include the following, each of which the Parties agree would be a material breach of this Agreement:

19.10.1 The filing of a bankruptcy by CARRIER or any of its Affiliates (including the corporate parent of CARRIER, if any), pursuant to Chapter 7 or 11 of Title 11 of the United States Code.

19.10.2 The assignment, subcontracting, or otherwise transferring of CARRIER's rights or obligations under this Agreement in violation of Section 15.

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-12STATE 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-12STATE DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR INTENDED OR PARTICULAR PURPOSE FOR EACH PRODUCT AND SERVICE. ADDITIONALLY, AT&T-12STATE 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 Amendments and Modifications

- 24.1 Except as otherwise provided for in this Agreement, no provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party’s form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

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 as 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 Network Maintenance and Management

- 29.1 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.).
- 29.2 Each Party will provide a 24-hour contact number for network management issues to the other’s surveillance management center.

29.3 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-12STATE, 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.

30.0 Customer Inquiries/End User Notices

30.1 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.

30.2 Except as may otherwise be required hereunder, each Party will ensure that its representatives who receive inquiries regarding the other Party's services:

30.2.1 Direct the caller to the other Party if the caller inquires about the other Party's services or products; and

30.2.2 Do not in any way disparage or discriminate against the other Party or its products or services.

30.3 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.

31.0 Insurance

31.1 At all times during the term of this Agreement, 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:

31.1.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$1,000,000 for Bodily Injury-each accident, \$1,000,000 for Bodily Injury by disease-policy limits and \$1,000,000 for Bodily Injury by disease-each employee.

31.1.2 Commercial General Liability insurance with minimum limits of: \$2,000,000 General Aggregate limit; \$1,000,000 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; \$2,000,000 Products/Completed Operations Aggregate limit, with a \$1,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$2,000,000 are also required if this Agreement involves collocation. AT&T-12STATE, its affiliates, officers, agents and employees shall be listed as additional insured on the Carrier's Commercial General Liability policy. A waiver of subrogation shall be in favor of AT&T-12STATE. The Carrier's liability policies shall be primary and non-contributory from any insurance that is maintained by AT&T-12STATE.

31.1.3 If use of a motor vehicle 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.

31.1.4 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in Sections 31.1.1 through 31.1.3 of this Agreement.

31.1.5 The Parties agree that companies affording the insurance coverage required under this Section 31 shall have a rating of A or better and a Financial Size Category rating of VIII 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.

31.1.6 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.

- 31.1.7 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:
- 31.1.7.1 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 Agreement or the employer's state of hire; and
 - 31.1.7.2 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 Agreement; and
 - 31.1.7.3 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.
 - 31.1.7.4 A certificate of insurance stating the types of insurance and policy limits provided the contractor must be received prior to the commencement of any work.
- 31.1.8 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 Agreement, including without limitation any LWC Appendix.

32.0 Severability

- 32.1 Except as otherwise provided herein, if any provision of this Agreement is rejected or held to be illegal, invalid or unenforceable, the Parties shall negotiate in good faith and diligent efforts to amend this Agreement 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 Agreement 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.

33.0 Survival

- 33.1 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).

34.0 Authority

- 34.1 Each of the AT&T-12STATE 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-12STATE 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-12STATE ILEC. Each of the AT&T-12STATE ILEC(s) for which this Agreement is executed represents and warrants that it has full power and authority to perform its obligations hereunder.
- 34.2 CARRIER represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.
- 34.3 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.

35.0 Counterparts

35.1 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.

36.0 Entire Agreement

36.1 AT&T-12STATE only: The rates, terms and condition contained in this Agreement and any Attachments, appendices, exhibits, schedules, 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 HOSTING SERVICE – CALIFORNIA

1.0 Introduction

- 1.1. This Attachment sets forth the terms and conditions under which the Hosting Company (AT&T CALIFORNIA) will perform hosting responsibilities for a CARRIER for data received from such CARRIERS for distribution to the appropriate billing and/or processing location or for data received from other Local Exchange Carriers/CARRIERS to be distributed to such CARRIER via the Hosting company's in-region network or via the nationwide Centralized Message Distribution System (CMDS).
- 1.2. This Attachment sets forth the terms for the provision of 1) Message Distribution Services and 2) Intercompany Revenue Settlement Services.
- 1.3. CARRIER is an authorized facility-based provider of local exchange services.

2.0 Definitions

- 2.1. "Bellcore Client Company" means AT&T CALIFORNIA and any Bell Operating Company as defined in Section 153 of the Communications Act of 1934, as amended.
- 2.2. "BOC CATS" means that part of CMDS that is a mechanized computer process used to maintain records regarding intercompany settlements of CMDS message detail through which revenues collected by the billing company are distributed to the originating company. Only CATS messages are eligible for settlement via BOC CATS.
- 2.3. "CMDS Host" means the Bellcore Client Company that is a CMDS direct participant that acts on behalf of a LEC to distribute end user message detail through CMDS and, where applicable, to settle end user message detail through BOC CATS.
- 2.4. "Calling Card and Third Number Settlement" ("CATS") means that part of CMDS which is a mechanized computer process used to maintain records regarding intercompany settlements through which revenues collected by the billing company are distributed to the originating company. Records included in this process are intraLATA Calling Card Messages and/or Third Number Billed Messages that originate in one Bellcore Client Company territory and is billable to an end user in another Bellcore Client Company territory.
- 2.5. "Calling Card Message" means an intraLATA call where the charges are billed to a telecommunications line number based calling card issued by a LEC.
- 2.6. "Centralized Message Data System I" ("CMDS") means the industry-wide data collection system located in Missouri, which handles the daily exchange of message details between CMDS participating telephone companies (also known as CMDS direct participants). AT&T CALIFORNIA is a CMDS direct participant.
- 2.7. "Collect Message" means an intraLATA call where the charges are billed to the called end user who is a not a subscriber of the Transporting LEC.
- 2.8. "Customer Subscriber" means an end user who has authorized Customer to provide the end user with local exchange service in California or who has billed an intraLATA call to a telecommunications calling card that is based on a California telephone number issued by Customer.
- 2.9. "Local Access and Transport Area" ("LATA") are those designated areas approved by the United States District Court for the District of Columbia in United States of America v. American Telephone and Telegraph Company, et al., Civil Action Nos. 74-1698 and 82-0192.
- 2.10. "Local Exchange Carrier" ("LEC") means a carrier authorized to provide local, exchange access and intraLATA toll services.
- 2.11. "LEC Subscriber" means an end user who has authorized a LEC other than Customer and AT&T CALIFORNIA to provide the end user with local exchange service or who has billed an intraLATA call to a line number based telecommunications calling card issued by a LEC other than Customer and AT&T CALIFORNIA.
- 2.12. "Message" means a Collect Message, Calling Card Message and/or Third Number Billed Message as those terms are defined herein.
- 2.13. "Third Number Billed Message" means an intraLATA call where (i) the charges are billed to a telephone number that is not the originating or terminating telephone number, and (ii) the billed telephone number is serviced by a LEC other

than the Transporting LEC.

- 2.14. "Transporting LEC" means the LEC on whose network an end user originates a call.

3.0 Scope of Agreement

- 3.1. Commencing on the effective date, AT&T CALIFORNIA shall provide intraLATA message distribution and revenue settlement services as described in this Agreement, subject to any applicable tariffs.
- 3.2. This Agreement includes the following Exhibits which are incorporated herein by this reference:
- 3.2.1. Exhibit A - CMDS Packing and Editing Requirements
- 3.3. Except as expressly provided otherwise, the definitions set forth in Section 2 above shall govern all parts of this Agreement.
- 3.4. The Parties shall file this Agreement by Advice Letter with the California Public Utilities Commission ("CPUC") within 14 days of executing this Agreement. The Parties acknowledge that this Agreement is not subject to changes or modifications directed by the CPUC pursuant to section 251/252 of the Telecommunications Act of 1996. Provided however, subject to each Party's right to object and to appeal, the Parties shall comply with any legal and all regulatory requirements necessary to effectuate this Agreement.

4.0 Description of Services

- 4.1. AT&T CALIFORNIA shall provide message collection and distribution on behalf of Customer for intraLATA Messages originating outside of Customer's network and which are billed to Customer's Subscribers in California. AT&T CALIFORNIA will collect Customer's messages directly from CMDS, or directly from AT&T CALIFORNIA's own systems for Messages originating within AT&T CALIFORNIA's network. AT&T CALIFORNIA shall forward such Messages to Customer. AT&T CALIFORNIA shall forward Unbillable Messages and Unratable Messages as defined in Section 5.5 below, to Customer. All message detail shall be in EMI industry standard format and shall be exchanged at agreed upon intervals. AT&T CALIFORNIA shall also provide revenue settlement for all such Messages that are eligible for settlement via BOC CATS.
- 4.1.1. Customer shall obtain a dedicated RAO code. The RAO code will direct all of Customer's Messages transported via CMDS to AT&T CALIFORNIA. AT&T CALIFORNIA shall distribute all Messages that AT&T CALIFORNIA collects on the Customer's behalf to Customer or its designated agent. Customer shall inform AT&T CALIFORNIA whether Customer is designating itself or an agent for receipt of Customer's messages by completing AT&T CALIFORNIA's "Technical Requirements" packet. Thereafter, Customer may change its designation only by completing a new AT&T CALIFORNIA "Technical Requirements" packet. Customer may not designate more than one entity to receive its Messages under this agreement. If Customer has executed a Meet Point Billing ("MPB") agreement with AT&T CALIFORNIA and has informed AT&T CALIFORNIA of Customer's designation for receipt of its MPB messages under that agreement, Customer may not make a different designation under this Agreement, and the designation under the MPB agreement will apply to the Messages governed hereunder. Customer expressly understands that all of its Messages -- both under this Agreement and its MPB agreement -- must be directed to a single entity.
- 4.1.2. AT&T CALIFORNIA shall also collect and distribute certain interconnection/access records that are agreed upon in writing by the Parties.
- 4.2. AT&T CALIFORNIA shall provide message distribution on behalf of Customer for all intraLATA Messages originating within Customer's network and which are billed to LEC Subscribers. Customer shall forward such Messages to AT&T CALIFORNIA for distribution through CMDS to the CMDS Host for the billing LEC, distribution directly to the billing LEC when the billing LEC is a LEC for which AT&T CALIFORNIA has agreed to act as the interfacing company in the distribution and settlement of intraLATA Messages, or retention by AT&T CALIFORNIA when AT&T CALIFORNIA is the billing LEC. Customer shall forward Unbillable Messages as defined in Section 5.3 below, to AT&T CALIFORNIA. All message detail shall be in EMI industry standard format and shall be exchanged at agreed upon intervals. AT&T CALIFORNIA shall also provide revenue settlement for all such calls that are eligible for settlement via BOC CATS.
- 4.3. The exchange of message detail between AT&T CALIFORNIA and Customer shall be by magnetic tape or by

transmission as agreed upon by the Parties. Customer may pack records by RAO or leave the records unpacked. Records that are not packed in accordance with the packing and editing requirements set forth in Exhibit A -CMDS Packing and Editing Requirements shall be subject to a Message Packing charge as set forth in Section 5 below and the Pricing Sheet.

- 4.4. AT&T CALIFORNIA and Customer shall exercise good faith efforts to bill and collect all amounts due from its Subscribers for Messages distributed under this Agreement. AT&T CALIFORNIA and Customer warrant that the billing and collection for Messages distributed under this Agreement shall be at a performance level no less than the party uses for the billing of its own local exchange services, which in no event shall be inconsistent with generally accepted industry standards of operation for the provision of billing and collection services. AT&T CALIFORNIA and Customer further agree that the billing and collection process for Messages distributed under this Agreement shall comply with all relevant legal, regulatory and legislative authorities.
- 4.5. To the extent contemplated by this Agreement, AT&T CALIFORNIA shall act on behalf of Customer to compensate the Transporting LECs for Messages originating outside of Customer's network.
- 4.6. Requests by Customer for changes to existing services and/or the provision of new services shall be handled on an individual case basis.

5.0 Settlement for Services and Messages

- 5.1. Customer shall pay a one-time set-up charge as set forth in th4 Pricing Sheet, within ten (10) days of the effective date of this Agreement.
- 5.2. For Messages collected by AT&T CALIFORNIA and distributed to Customer as set forth in Section 4.1 above, Customer agrees to pay AT&T CALIFORNIA the charges set forth in the Pricing Sheet and agrees that AT&T CALIFORNIA shall calculate the amount due based on the following formula:

$$\begin{array}{l}
 \text{Rated Value of Customer Messages} \\
 + \quad \text{Rejected/Unbillable Messages} \\
 + \quad \text{AT\&T CALIFORNIA Message Processing Charge} \\
 + \quad \text{AT\&T CALIFORNIA Message Conversion Charge} \\
 + \quad \text{AT\&T CALIFORNIA Replacement Tape Fee} \\
 + \quad \text{AT\&T CALIFORNIA Monthly Charge} \\
 - \quad \text{Customer Billing Charge} \\
 \text{-----} \\
 = \text{Amount Due AT\&T CALIFORNIA}
 \end{array}$$

- 5.3. As used in Subsection 5.2 above the following terms are defined as set forth below:
 - 5.3.1. Rated Value of Customer Messages means the total computed charges for Messages billed to Customer Subscribers based on the Transporting LECs schedule of rates including applicable foreign state taxes.
 - 5.3.2. Rejected Messages means the rated value of Messages forwarded by Customer to AT&T CALIFORNIA as set forth in Section 4.2 above, that failed to pass the edits within the CMDS system and were returned to AT&T CALIFORNIA.
 - 5.3.3. Unbillable Messages means the rated value of Messages forwarded by Customer to AT&T CALIFORNIA as set forth in Section 4.2 above, that were not billable to a LEC Subscriber because of missing information in the billing record or other billing error, not the result of an error by LEC or LEC's CMDS Host, that are returned to AT&T CALIFORNIA through CMDS or directly from a LEC for whom AT&T CALIFORNIA is the CMDS Host.
 - 5.3.4. AT&T CALIFORNIA Message Processing Charge means the Message Processing Rate set forth in the Pricing Sheet times the number of Messages, including Rejected and Unbillable Messages, forwarded to the

Customer. The Parties shall agree upon those interconnection/access records to be included in this calculation. Messages for which AT&T CALIFORNIA is the Transporting LEC shall not be included in the calculation.

- 5.3.5. AT&T CALIFORNIA Message Conversion Charge means the Message Conversion Rate set forth in the Pricing Sheet times the number of Messages, including Rejected, and Unbillable Messages, forwarded to the Customer that require conversions from or into a format other than EMI. The Parties shall agree upon those interconnection/access records to be included in this calculation.
- 5.3.6. AT&T CALIFORNIA Replacement Tape Charge means the Replacement Tape Rate set forth in the Pricing Sheet times the number of magnetic tapes that AT&T CALIFORNIA recreates or resends to Customer at Customer's request.
- 5.3.7. AT&T CALIFORNIA Monthly Charge as set forth in the Pricing Sheet.
- 5.3.8. Customer Billing Charge means the Customer Billing Rate, as set forth in the Pricing Sheet times the number of Messages, excluding Rejected, and/or Unbillable Messages, forwarded to Customer.

5.4. For Messages forwarded to AT&T CALIFORNIA by Customer for distribution as set forth in Section 4.2 above, Customer agrees to pay AT&T CALIFORNIA the charges set forth in Exhibit A - Rate Schedule and agrees that AT&T CALIFORNIA shall calculate the amount due based on the following formula:

Rated Value of LEC Messages

- + Unbillable Messages
- AT&T CALIFORNIA Message Processing Charge
- AT&T CALIFORNIA Message Packaging Charge
- AT&T CALIFORNIA Message Conversion Charge
- LEC Billing Charge

= Amount Due Customer

5.5. As used in Subsection 5.4 above the following terms are defined as set forth below:

- 5.5.1. Rated Value of LEC Messages means the total computed charges for Messages billed to LEC Subscribers based on the Customer's schedule of rates including applicable foreign state taxes.
- 5.5.2. Rejected Messages means the rated value of Messages forwarded by Customer to AT&T CALIFORNIA as set forth in Section 4.2 above, that failed to pass the edits within the CMDS system and were returned to AT&T CALIFORNIA.
- 5.5.3. Unbillable Messages means the total rated value of Messages forwarded by AT&T CALIFORNIA to Customer as set forth in Section 4.1 above, that were not billable to a Customer Subscriber because of missing information in the billing record or other billing error, not the result of an error by Customer, that are returned to AT&T CALIFORNIA by Customer.
- 5.5.4. AT&T CALIFORNIA Message Processing Charge means the Message Processing Rate set forth in the Pricing Sheet times the number of Messages, including Unbillable Messages, forwarded to AT&T CALIFORNIA by Customer. The Parties shall agree upon those interconnection/access records to be included in this calculation. Messages for which AT&T CALIFORNIA is the Transporting LEC or the billing LEC shall not be included in the calculation.
- 5.5.5. AT&T CALIFORNIA Message Packaging Charge means the Message Packaging Rate set forth in the Pricing Sheet times the number of Messages, including Unbillable Messages, forwarded to AT&T CALIFORNIA by Customer that fail to comply with packing and editing requirements set forth in Exhibit A - CMDS Packing and Editing Requirements. The Parties shall agree upon those interconnection/access records to be included in this calculation.

- 5.5.6. AT&T CALIFORNIA Message Conversion Charge means the Message Conversion Rate set forth in the Pricing Sheet times the number of Messages, including Rejected and Unbillable Messages, forwarded to AT&T CALIFORNIA by the Customer that require conversions from or into a format other than EMI. The Parties shall agree upon those interconnection/access records to be included in this calculation.
- 5.5.7. LEC Billing Charge means the total computed billing charges for all Customer Messages forwarded to LECs, including AT&T CALIFORNIA, for billing. The billing charges related to each LEC (calculated by multiplying the LEC's billing rate times the number of Messages, excluding Unbillable Messages, forwarded to that LEC) are added together.
- 5.6. Within fifteen (15) business days following the end of each calendar month, AT&T CALIFORNIA shall provide Customer with the following documents:
- 5.6.1. An invoice setting forth the net amount due either AT&T CALIFORNIA or Customer based on netting the Amount Due AT&T CALIFORNIA and Amount Due Customer (the "Invoice").
- 5.7. The Party owing the net amount due as set forth in the Invoice shall have thirty (30) days from receipt of the Invoice to pay the net amount due penalty free. Payments shall be made by check unless otherwise agreed by the Parties.
- 5.7.1. If the due date falls on a Saturday, Sunday or bank holiday, the due date shall be the first non-holiday day following such Saturday, Sunday or bank holiday.
- 5.7.2. Any payment received after the due date shall be subject to a Late Payment Charge. The Late Payment Charge shall be the portion of the Amount Due AT&T CALIFORNIA received after the payment date-times a late factor. The late factor shall be a 0.05% daily charge, not compounded, or as otherwise mandated by regulatory or governmental authorities. Any Late Payment Charge shall be included in the next applicable payment.
- 5.7.3. Should Customer dispute any portion of the amount due, Customer shall notify AT&T CALIFORNIA in writing of the nature and basis of the dispute as soon as possible and prior to the due date. The Parties shall use their best efforts to resolve the dispute prior to the due date.

6.0 Audits and Examinations

- 6.1. As used herein "Audit" shall mean a comprehensive review of services performed under this Agreement; "Examination" shall mean an inquiry into a specific element or process of services performed under this Agreement. Upon 60 days written notice by the Requesting Party to the Non-Requesting Party, the Requesting Party shall have the right to audit and examine, during normal business hours and at reasonable intervals to be mutually determined, the Non-Requesting Party's records, books and documents, as may reasonably contain information relevant to the operation of this Agreement; provided, however, neither Party may perform more than one Audit and/or more than one Examination of the other Party under this Agreement in any twelve (12)-month period. Within the above-described sixty (60)-day period, the Parties shall reasonably agree upon the scope of the Audit or Examination, the documents to be reviewed, and the time, place and manner in which the Audit or Examination shall be performed.
- 6.2. Each Party shall bear its own expenses occasioned by the Audit or Examination, provided that the expense of any special data extraction shall be borne by the Requesting Party. Within the above-described sixty (60)-day period, the Parties may also agree that, in lieu of an Audit or Examination by the Requesting Party, the Non-Requesting Party shall conduct an internal review and provide the Requesting Party with the results of that review; as a further alternative, the Requesting Party may request that an Audit or Examination be conducted by an outside auditor. In the event of such outside Audit or Examination, the Requesting Party shall pay the fee of the outside auditor. In the event that the Non-Requesting Party requests that the Audit or Examination be performed by an outside auditor, the Requesting Party shall select and instruct such outside auditor in accordance with the above agreed-to procedures, and the costs shall be shared equally by the Parties.
- 6.3. Where the Parties agree that an Audit or Examination discloses error(s), the Non-Requesting Party shall, in a timely manner, undertake corrective action for such errors(s). All information received or reviewed by the Requesting Party or its authorized representative in connection with the Audit or Examination is to be considered confidential and is not to be distributed, provided or disclosed in any form to anyone not involved in the Audit or Examination or the resolution of its findings (which may include any dispute resolution proceedings, including but not limited to mediation or judicial proceedings), nor is said information to be used for any other purposes. All information received or reviewed by the

Requesting Party or its authorized representative in connection with any Audit or Examination that the requesting Party desires to distribute, provide or disclose in any dispute resolution proceeding shall be subject to protective arrangements as reasonably agreed to by the Parties. The Non-Requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or Examination or the resolution of its findings as described above to execute a non-disclosure agreement satisfactory to the Non-Requesting Party.

EXHIBIT A

CMDS PACKING AND EDITING REQUIREMENTS

The standard interexchange media for the Exchange Message Interface (EMI) is magnetic tape or data transmission. There are recommended physical characteristics of magnetic tapes used for interexchange purposes. When CMDS data are interexchanged on tape the various types of data are arranged in a particular order. Pack control is exercised via the Pack Control Header, Category 20 records detailed in the Exchange Message Interface (EMI) document, B R 010-200-010.

Packs will be received in one of three possible formats from CMDS hosting customers. The customer will choose one of the options depending on the need for exchanging EMI module information and the customer's hardware capabilities. The format options

ATTACHMENT HOSTING SERVICE – AT&T MIDWEST REGION 5-STATE

1.0 Introduction

- 1.1. This Attachment sets forth the terms and conditions under which the Hosting Company (AT&T MIDWEST REGION 5-STATE) will perform hosting responsibilities for a facility-based CARRIER for data received from such CARRIERS for distribution to the appropriate billing and/or processing location or for data received from other Local Exchange Carriers/CARRIERS to be distributed to such CARRIER via the Hosting company's in-region network or via the nationwide Centralized Message Distribution System (CMDS).
- 1.2. This Attachment sets forth the terms for the provision of 1) Message Distribution Services; and 2) Intercompany Revenue Settlement Services ("Agreement").
 - 1.2.1. Hosting out of region is only available to a CARRIER that is a Full Status Revenue Accounting Office

2.0 Definitions

- 2.1. "Bellcore Client Company Calling Card and Third Number Settlement System" (BCC CATS) - Nationwide system used to produce information reports that are used in the settlement of Local Exchange Carrier (LEC) revenues originated by one BCC (or within the territory of that BCC) and billed to a customer of another BCC (or Local Exchange Carrier within the territory of that BCC) as described in accordance with the Telcordia Practice BR 981-200-110. The CATS Report cycle is the 26th of the current month through the 25th of the following month.
- 2.2. "Centralized Message Distribution System" (CMDS) - means the industry-wide data collection system located in Kansas City, Missouri which handles the daily exchange of toll message details between LECs that are Direct Participants of the systems.
- 2.3. "Direct Participants" (DP) - the 24 pre-divestiture Bell Operating Companies that interface directly with CMDS. Following is a list of the Direct Participants:
 - 2.3.1. New England Telephone Company
 - 2.3.2. New York Telephone Company
 - 2.3.3. Bell Atlantic, NJ
 - 2.3.4. Bell Atlantic, PA
 - 2.3.5. Bell Atlantic, DE
 - 2.3.6. Bell Atlantic, DC
 - 2.3.7. Bell Atlantic MD
 - 2.3.8. Bell Atlantic VA
 - 2.3.9. Bell Atlantic WV
 - 2.3.10. Southern Bell Telephone Company
 - 2.3.11. South Central Bell Telephone Company
 - 2.3.12. The Ohio bell Telephone Company d/b/a AT&T Ohio
 - 2.3.13. Michigan Bell Telephone Company d/b/a AT&T Michigan
 - 2.3.14. Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana
 - 2.3.15. Illinois Bell Telephone Company d/b/a AT&T Illinois
 - 2.3.16. Wisconsin Bell Telephone Company d/b/a AT&T Wisconsin
 - 2.3.17. Northwestern Bell Telephone Company
 - 2.3.18. Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas

- 2.3.19. Mountain Bell Telephone Company
- 2.3.20. Pacific Bell Telephone Company d/b/a AT&T California
- 2.3.21. Nevada Bell Telephone Company d/b/a AT&T Nevada
- 2.3.22. The Southern New England Telephone Company
- 2.3.23. Cincinnati Bell Telephone Company
- 2.4. "Exchange Message Interface" (EMI) -the format used for the exchange of telecommunications message information. EMI format is contained in the Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry guidelines for exchange message records.
- 2.5. "Full Status Revenue Accounting Office" (RAO) - CARRIER that is provided a separate RAO code. Responsible for formatting EMI records, editing and packing of such detail records into files for distribution.
- 2.6. "Intercompany Settlements" (ICS) - a revenue exchange process for messages that originate (earning company) by one Direct Participant (or LEC within the territory of that Direct Participant) and billed to a customer of another Direct Participant (or LEC within the territory of the other Direct participant). ICS consists of third number billed and calling card revenues.
- 2.7. "Local Exchange Carriers" (LECs) or "Exchange Carriers" (ECs) - facilities-based providers of local telecommunication services.
- 2.8. "Message Distribution" (Transmission) is a collection of data designated to be delivered to the CARRIER. Message distribution includes collection of data from the CARRIER designated to be delivered to other LECs.
- 2.9. "Non-Full Status Revenue Accounting Office" (RAO) - Contracting Company that has assigned responsibility to the Hosting Company for editing, sorting and placing billing message record detail and/or access usage record detail into packs for distribution.

3.0 Responsibilities of the Parties

- 3.1. All data forwarded from the CARRIER must be in the industry standard format in accordance with the ATIS EMI document. The CARRIER is responsible to ensure all appropriate settlement plan indicators are included in the message detail, i.e., the Bellcore Client Company Calling Card and Third Number Settlement (BCC CATS) System. The CARRIER acknowledges that the only message records subject to this Hosting Agreement are those that arise from Local Exchange Carrier transported data.
- 3.2. If CARRIER is non- Full Status RAO Company, the Hosting Company will also sort billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau and split data into packs for invoicing prior to using its in region network to forward this data to the appropriate billing company or to access the national CMDS network in order to deliver such data to the appropriate billing company.

4.0 Description of Billing Services

4.1. Monthly Billing

- 4.1.1. Each month, AT&T MIDWEST REGION 5-STATE shall calculate the total amount due. This calculation will include:
 - 4.1.1.1. Transmission fee
 - 4.1.1.2. ICS settlement processing fee
 - 4.1.1.3. ICS revenue, originated by Ameritech and ICS revenue originated by CARRIER
- 4.1.2. CATS report includes a payment by the originating company to the billing company for compensation of Billing and Collecting (B&C).
- 4.1.3. AT&T MIDWEST REGION 5-STATE shall provide collection and distribution of messages that are designated to be delivered to the CARRIER.

- 4.1.4. AT&T MIDWEST REGION 5-STATE shall provide collection and distribution of messages that originate with the CARRIER and are designated to be delivered to other LECs.
- 4.1.5. CARRIER must provide AT&T MIDWEST REGION 5-STATE a Non-Hosted Nationwide Revenue Accounting Office (RAO) code which has been assigned by Telcordia Technologies (previously Bellcore). AT&T MIDWEST REGION 5-STATE advise Telcordia Technologies to convert the RAO code.
- 4.1.6. CARRIER subscribing to Hosting services with AT&T MIDWEST REGION 5-STATE prior to the effective date of this agreement and sharing an AT&T MIDWEST REGION 5-STATE RAO may continue this service using AT&T MIDWEST REGION 5-STATE RAO. One exception is when the CARRIER is providing Hosting service using AT&T MIDWEST REGION 5-STATE as an intermediary. In this situation, a Full Status RAO is required.
- 4.1.7. If access records are received from the CMDS system, AT&T MIDWEST REGION 5-STATE shall collect these records and distribute to the CARRIER. Such records may be either detail or summary access records.
- 4.1.8. All data will be forwarded on a daily basis to the CARRIER or their designated billing agent. Both AT&T MIDWEST REGION 5-STATE and CARRIER shall send/receive data in EMI format. AT&T MIDWEST REGION 5-STATE and CARRIER shall be responsible for packing the data and shall be subject to Telcordia Technologies CMDS packing and editing requirements.
- 4.1.9. CARRIER may return to AT&T MIDWEST REGION 5-STATE any messages which are unbillable provided that such returns are made within ninety (90) days of message date. All such returned unbillable messages shall be accepted by AT&T MIDWEST REGION 5-STATE and the charges therefore deducted for reimbursement amount owing to AT&T MIDWEST REGION 5-STATE. CARRIER shall be responsible for packing such unbillable messages subject to Telcordia Technologies CMDS packing and editing requirements.

4.2. Intercompany Settlement (ICS)

- 4.2.1. AT&T MIDWEST REGION 5-STATE will provide Intercompany Settlement (ICS) for alternately billed (third number billed and calling card) messages. Using the following criteria:
 - 4.2.1.1. The call must be transported by a LEC.
 - 4.2.1.2. The message must be billed in a DP's territory different from the DP's territory where the call originated.
 - 4.2.1.3. ICS does not extend to the 900 or 976 calls or to other pay per call services.
 - 4.2.1.4. The Telcordia Technologies CATS report is the source for revenue to be settled between AT&T MIDWEST REGION 5-STATE and CARRIER. ICS settlement will be incorporated into the CARRIER's monthly invoice.

5.0 Basis of Compensation

- 5.1. CARRIER shall pay a one-time set-up charge, half (1/2) due at contract signing and half (1/2) due with first billing and for services as set forth in the Pricing Sheets.
- 5.2. CARRIER shall be issued a monthly invoice that may be amended by Hosting Company from time to time at its sole discretion. Monthly charges shall be billed as set forth in the Pricing Sheets.

Exhibit A
Change Request by Carrier
AT&T MIDWEST REGION 5-STATE

1. For purposes of this Exhibit, Interfacing Company shall mean AT&T MIDWEST REGION 5-STATE.
2. When CARRIER requests modifications to existing Interfacing Company systems or procedures, CARRIER will provide complete written specifications for the requested change. The time and cost request should be directed to the CARRIER's Account Manager.
3. Change Requests:
 - Both parties must agree that the specification accurately describes the work to be performed. CARRIER will authorize the specifications in writing.
 - The authorized specifications will be distributed within the Interfacing Company to develop an estimate of the work effort involved to implement the change.
 - CARRIER will have up to sixty (60) workdays from receipt of the time and cost to authorize implementation. If implementation is to proceed, CARRIER will provide written authorization to the Interfacing Company.
 - Any changes to the approved specifications will be subject to re-evaluation by the Interfacing Company and CARRIER.
4. General:
 - Interfacing Company will notify CARRIER if it fails to implement a change on the agreed effective date. This notification will take place as soon as the Interfacing Company is aware of the problem.
 - CARRIER will compensate Interfacing Company for changes only to the extent such changes have been authorized by Carrier in writing.
 - For cancelled requests, CARRIER will compensate Interfacing Company for expense incurred up to the point of cancellation.
5. System Embargo:
 - Interfacing Company will notify CARRIER in advance when Interfacing Company will be involved in a major project resulting in a billing system embargo for a period of time. Such embargo will not affect any existing request pending before Interfacing Company for which written authorization has been received. Change requests received during an embargo will be handled on an individual case basis.

ATTACHMENT HOSTING SERVICE – AT&T NEVADA

1. Introduction

- 1.1. This Attachment sets forth the terms and conditions under which the Hosting Company (AT&T NEVADA) will perform hosting responsibilities for a facility-based CARRIER for data received from such CARRIERS for distribution to the appropriate billing and/or processing location or for data received from other Local Exchange Carriers/CARRIERS to be distributed to such CARRIER via the Hosting company's in-region network or via the nationwide Centralized Message Distribution System (CMDS).
- 1.2. This Attachment sets forth the terms for the provision of 1) Message Distribution Services and 2) Intercompany Revenue Settlement Services.
- 1.3. CARRIER is an authorized facility-based provider of local exchange services.

2. Definitions

- 2.1. "Bellcore Client Company" means AT&T NEVADA and any Bell Operating Company as defined in Section 153 of the Communications Act of 1934, as amended.
- 2.2. "BOC CATS" means that part of CMDS that is a mechanized computer process used to maintain records regarding intercompany settlements of CMDS message detail through which revenues collected by the billing company are distributed to the originating company. Only CATS messages are eligible for settlement via BOC CATS.
- 2.3. "CMDS Host" means the Bellcore Client Company that is a CMDS direct participant that acts on behalf of a LEC to distribute end user message detail through CMDS and, where applicable, to settle end user message detail through BOC CATS.
- 2.4. "Calling Card and Third Number Settlement" ("CATS") means that part of CMDS which is a mechanized computer process used to maintain records regarding intercompany settlements through which revenues collected by the billing company are distributed to the originating company. Records included in this process are intraLATA Calling Card Messages and/or Third Number Billed Messages that originate in one Bellcore Client Company territory and is billable to an end user in another Bellcore Client Company territory.
- 2.5. "Calling Card Message" means an intraLATA call where the charges are billed to a telecommunications line number based calling card issued by a LEC.
- 2.6. "Centralized Message Data System I" ("CMDS") means the industry-wide data collection system located in Missouri, which handles the daily exchange of message details between CMDS participating telephone companies (also known as CMDS direct participants). AT&T NEVADA is a CMDS direct participant CMDS toll message detail is defined as Collect, Calling Card and Third Number Billed Messages that are originated in one company and billed by another company.
- 2.7. "Collect Message" means an intraLATA call where the charges are billed to the called end user who is not a subscriber of the Transporting LEC.
- 2.8. "Customer Subscriber" means an end user who has authorized Customer to provide the end user with local exchange service in AT&T NEVADA or who has billed an intraLATA call to a telecommunications calling card that is based on a AT&T NEVADA telephone number issued by Customer.
- 2.9. "Local Access and Transport Area" ("LATA") are those designated areas approved by the United States District Court for the District of Columbia in United States of America v. American Telephone and Telegraph Company, et al., Civil Action Nos. 74-1698 and 82-0192.
- 2.10. "Local Exchange Carrier" ("LEC") means a carrier authorized to provide local, exchange access and intraLATA toll services.
- 2.11. "LEC Subscriber" means an end user who has authorized a LEC other than Customer and AT&T NEVADA to provide the end user with local exchange service or who has billed an intraLATA call to a line number based telecommunications calling card issued by a LEC other than Customer and AT&T NEVADA.
- 2.12. "Message" means a Collect Message, Calling Card Message and/or Third Number Billed Message as those terms are defined herein.

- 2.13. "Third Number Billed Message" means an intraLATA call where (i) the charges are billed to a telephone number that is not the originating or terminating telephone number, and (ii) the billed telephone number is serviced by a LEC other than the Transporting LEC.
- 2.14. "Transporting LEC" means the LEC on whose network an end user originates a call.

3. Scope of Agreement

- 3.1. Commencing on the effective date, AT&T NEVADA shall provide intraLATA message distribution and revenue settlement services as described in this Agreement, subject to any applicable tariffs.
- 3.2. This Agreement includes the following Exhibits which are incorporated herein by this reference:
- 3.2.1. Exhibit A - CMDS Packing and Editing Requirements
- 3.3. Except as expressly provided otherwise, the definitions set forth in Section 2 above shall govern all parts of this Agreement.
- 3.4. The Parties shall file this Agreement by Advice Letter with the Public Utilities Commission of Nevada ("PUCN") within 14 days of executing this Agreement. The Parties acknowledge that this Agreement is not subject to changes or modifications directed by the PUCN pursuant to Section 251/252 of the Telecommunication Act of 1996. Provided however, subject to each Party's right to object and to appeal, the Parties shall comply with any legal and all regulatory requirements necessary to effectuate this Agreement.

4. Description of Services

- 4.1. AT&T NEVADA shall provide message collection and distribution on behalf of Customer for intraLATA Messages originating outside of Customer's network and which are billed to Customer's Subscribers in AT&T NEVADA. AT&T NEVADA will collect Customer's messages directly from CMDS, or directly from AT&T NEVADA's own systems for Messages originating within AT&T NEVADA's network. AT&T NEVADA shall forward such Messages to Customer. AT&T NEVADA shall forward Unbillable Messages as defined in Section 5.5 below, to Customer. All message detail shall be in EMI industry standard format agreed upon by the Parties and shall be exchanged at agreed upon intervals. AT&T NEVADA shall also provide revenue settlement for all such Messages that are eligible for settlement via BOC CATS.
- 4.1.1. Customer shall obtain a dedicated RAO code. The RAO code will direct all of Customer's Messages transported via CMDS to AT&T NEVADA. AT&T NEVADA shall distribute all Messages that AT&T NEVADA collects on the Customer's behalf to Customer or its designated agent. Customer shall inform AT&T NEVADA whether Customer is designating itself or an agent for receipt of Customer's messages by completing AT&T NEVADA's "Technical Requirements" packet. Thereafter, Customer may change its designation only by completing a new AT&T NEVADA "Technical Requirement" packet. Customer may not designate more than one entity to receive its Messages under this agreement. If Customer has executed a Meet Point Billing ("MPB") agreement with AT&T NEVADA and has informed AT&T NEVADA of Customer's designation for receipt of its MPB messages under this agreement, Customer may not make a different designation under this Agreement, and the designation under the MPB agreement will apply to the Messages governed hereunder. Customer expressly understands that all of its Messages – both under this Agreement and its MPB agreement – must be directed to a single entity.
- 4.1.2. AT&T NEVADA shall also collect and distribute certain interconnection/access records that are agreed upon in writing by the Parties.
- 4.2. AT&T NEVADA shall provide message distribution on behalf of Customer for all intraLATA Messages originating within Customer's network and which are billed to LEC Subscribers. Customer shall forward such Messages to AT&T NEVADA for distribution through CMDS to the CMDS Host for the billing LEC, distribution directly to the billing LEC when the billing LEC is a LEC for which AT&T NEVADA has agreed to act as the interfacing company in the distribution and settlement of intraLATA Messages, or retention by AT&T NEVADA when AT&T NEVADA is the billing LEC. Customer shall forward Unbillable Messages as defined in Section 5.3 below, to AT&T NEVADA. All message detail shall be in EMI industry standard format and shall be exchanged at agreed upon intervals. AT&T NEVADA shall also provide revenue settlement for all such calls that are eligible for settlement via BOC CATS.

- 4.3. The exchange of message detail between AT&T NEVADA and Customer shall be by magnetic tape or by transmission as agreed upon by the Parties. Customer may pack records by RAO or leave the records unpacked. Records that are not packed in accordance with the packing and editing requirements set forth in Exhibit A-CMDS Packing and Editing Requirements shall be subject to a Message Packing charge as set forth in Section 5 below and the Pricing Sheet.
- 4.4. AT&T NEVADA and Customer shall exercise good faith efforts to bill and collect all amounts due from its Subscribers for Messages distributed under this Agreement. AT&T NEVADA and Customer warrant that the billing and collection for Messages distributed under this Agreement shall be at a performance level no less than the party uses for the billing of its own local exchange services, which in no event shall be inconsistent with generally accepted industry standards of operation for the provision of billing and collection services. AT&T NEVADA and Customer further agree that the billing and collection process for Messages distributed under this Agreement shall comply with all relevant legal, regulatory and legislative authorities.
- 4.5. To the extent contemplated by this Agreement, AT&T NEVADA shall act on behalf of Customer to compensate the Transporting LECs for Messages originating outside of Customer's network.
- 4.6. Requests by Customer for changes to existing services and/or the provision of new services shall be handled on an individual case basis.

5. Settlement for Services and Messages

- 5.1. Customer shall pay a one-time set-up charge as set forth in the Pricing Sheet, within ten (10) days of the effective date of this Agreement.
- 5.2. For Messages collected by AT&T NEVADA and distributed to Customer as set forth in Section 4.1 above, Customer agrees to pay AT&T NEVADA the charges set forth in the Pricing Sheet and agrees that AT&T NEVADA shall calculate the amount due based on the following formula:

Rated Value of Customer Messages	
+ Rejected/Unbillable Messages	
+ AT&T NEVADA Message Processing Charge	
+ AT&T NEVADA Message Conversion Charge	
+ AT&T NEVADA Replacement Tape Fee	
+ AT&T NEVADA Monthly Charge	
- Customer Billing Charge	
= Amount Due AT&T NEVADA	

- 5.3. As used in Subsection 5.2 above the following terms are defined as set forth below:
 - 5.3.1. Rated Value of Customer Messages means the total computed charges for Messages billed to Customer Subscribers based on the Transporting LECs schedule of rates including applicable foreign state taxes.
 - 5.3.2. Rejected Messages means the rated value of Messages forwarded by Customer to AT&T NEVADA as set forth in Section 4.2 above, that failed to pass the edits within the CMDS system and were returned to AT&T NEVADA.
 - 5.3.3. Unbillable Messages means the rated value of Messages forwarded by Customer to AT&T NEVADA as set forth in Section 4.2 above, that were not billable to a LEC Subscriber because of missing information in the billing record or other billing error, not the result of an error by LEC or LEC's CMDS Host, that are returned to AT&T NEVADA through CMDS or directly from a LEC for whom AT&T NEVADA is the CMDS Host.
 - 5.3.4. AT&T NEVADA Message Processing Charge means the Message Processing Rate set forth in the Pricing Sheet times the number of Messages, including Rejected and Unbillable Messages, forwarded to the Customer. The Parties shall agree upon those interconnection/access records to be included in this calculation. Messages for which AT&T NEVADA is the Transporting LEC shall not be included in the calculation.

- 5.3.5. AT&T NEVADA Message Conversion Charge means the Message Conversion Rate set forth in the Pricing Sheet times the number of Messages, including Rejected and Unbillable Messages, forwarded to the Customer that require conversions from or into a format other than EMI. The Parties shall agree upon those interconnection/access records to be included in this calculation.
 - 5.3.6. AT&T NEVADA Replacement Tape Charge means the Replacement Tape Rate set forth in the Pricing Sheet times the number of magnetic tapes that AT&T NEVADA recreates or resends to Customer at Customer’s request.
 - 5.3.7. AT&T NEVADA Monthly Charge as set forth in the Pricing Sheet.
 - 5.3.8. Customer Billing Charge means the Customer Billing Rate, as set forth in the Pricing Sheet times the number of Messages, excluding Rejected and/or Unbillable Messages, forwarded to Customer.
- 5.4. For Messages forwarded to AT&T NEVADA by Customer for distribution as set forth in Section 4.2 above, Customer agrees to pay AT&T NEVADA the charges set forth in the Pricing Sheet and agrees that AT&T NEVADA shall calculate the amount due based on the following formula:

$$\begin{array}{l}
 \text{Rated Value of LEC Messages} \\
 + \text{ Unbillable Messages} \\
 - \text{ AT\&T NEVADA Message Processing Charge} \\
 - \text{ AT\&T NEVADA Message Packaging Charge} \\
 - \text{ AT\&T NEVADA Message Conversion Charge} \\
 - \text{ LEC Billing Charge} \\
 \hline
 = \text{ Amount Due Customer}
 \end{array}$$

- 5.5. As used in Subsection 5.4 above the following terms are defined as set forth below:
- 5.5.1. Rated Value of LEC Messages means the total computed charges for Messages billed to LEC Subscribers based on the Customer’s schedule of rates including applicable foreign state taxes.
 - 5.5.2. Unbillable Messages means the total rated value of Messages forwarded by AT&T NEVADA to Customer as set forth in Section 4.1 above that were not billable to a Customer Subscriber because of missing information in the billing record or other billing error, not the result of an error by Customer, that are returned to AT&T NEVADA by Customer.
 - 5.5.3. AT&T NEVADA Message Processing Charge means the Message Processing Rate set forth the Pricing Sheet times the number of Messages, including Unbillable Messages, forwarded to AT&T NEVADA by Customer. The Parties shall agree upon those interconnection/access records to be included in this calculation. Messages for which AT&T NEVADA is the Transporting LEC or the billing LEC shall not be included in the calculation.
 - 5.5.4. AT&T NEVADA Message Packaging Charge means the Message Packaging Rate set forth in the Pricing Sheet times the number of Messages, including Unbillable Messages, forwarded to AT&T NEVADA by Customer that fail to comply with packing and editing requirements set forth in Exhibit A-CMDS Packing and Editing Requirements. The Parties shall agree upon those interconnection/access records to be included in this calculation.
 - 5.5.5. AT&T NEVADA Message Conversion Charge means the Message Conversion Rate set forth in the Pricing Sheet times the number of Messages, including Rejected and Unbillable Messages, forwarded to AT&T NEVADA by the Customer that require conversions from or into a format other than EMI. The Parties shall agree upon those interconnection/access records to be included in this calculation.
 - 5.5.6. LEC Billing Charge means the total computed billing charges for all Customer Messages forwarded by LECs, including AT&T NEVADA, for billing. The billing charges related to each LEC (calculated by multiplying the LEC’s billing rate times the number of Messages, excluding Unbillable Messages, forwarded to that LEC) are added together.

- 5.6. Within fifteen (15) business days following the end of each calendar month, AT&T NEVADA shall provide Customer with the following documents:
- 5.6.1. An invoice setting forth the net amount due either AT&T NEVADA or Customer based on netting the Amount Due AT&T NEVADA and Amount Due Customer (the "Invoice").
- 5.7. The Party owing the net amount due as set forth in the Invoice shall have thirty (30) days from receipt of the Invoice to pay the net amount due penalty free. Payments shall be made by check unless otherwise agreed by the Parties.
- 5.7.1. If the due date falls on a Saturday, Sunday or bank holiday, the due date shall be the first non-holiday day following such Saturday, Sunday or bank holiday.
- 5.7.2. Any payment received after the due date shall be subject to a Late Payment Charge. The Late Payment Charge shall be the portion of the Amount Due AT&T NEVADA received after the payment date-times a late factor. The late factor shall be a 0.05% daily charge, not compounded, or as otherwise mandated by regulatory or governmental authorities. Any Late Payment Charge shall be included in the next applicable payment.
- 5.7.3. Should Customer dispute any portion of the amount due, Customer shall notify AT&T NEVADA in writing of the nature and basis of the dispute as soon as possible and prior to the due date. The Parties shall use their best efforts to resolve the dispute prior to the due date.

6. Audits and Examinations

- 6.1. As used herein "Audit" shall mean a comprehensive review of services performed under this Agreement; "Examination" shall mean an inquiry into a specific element or process of services performed under this Agreement. Upon sixty (60) days written notice by the Requesting Party to the Non-Requesting Party, the Requesting Party shall have the right to audit and examine, during normal business hours and at reasonable intervals to be mutually determined, the Non-Requesting Party's records, books and documents, as may reasonably contain information relevant to the operation of this Agreement; provided, however, neither Party may perform more than one Audit and/or more than one Examination of the other Party under this Agreement in any twelve (12)-month period. Within the above-described sixty (60)-day period, the Parties shall reasonably agree upon the scope of the Audit or Examination, the documents to be reviewed, and the time, place and manner in which the Audit or Examination shall be performed.
- 6.2. Each Party shall bear its own expenses occasioned by the Audit or Examination, provided that the expense of any special data extraction shall be borne by the Requesting Party. Within the above-described sixty (60)-day period, the Parties may also agree that, in lieu of an Audit or Examination by the Requesting Party, the Non-Requesting Party shall conduct an internal review and provide the Requesting Party with the results of that review; as a further alternative, the Requesting Party may request that an Audit or Examination be conducted by an outside auditor. In the event of such outside Audit or Examination, the Requesting Party shall pay the fee of the outside auditor. In the event that the Non-Requesting Party requests that the Audit or Examination be performed by an outside auditor, the Requesting Party shall select and instruct such outside auditor in accordance with the above agreed-to procedures, and the costs shall be shared equally by the Parties.
- 6.3. Where the Parties agree that an Audit or Examination discloses error(s), the Non-Requesting Party shall, in a timely manner, undertake corrective action for such errors(s). All information received or reviewed by the Requesting Party or its authorized representative in connection with the Audit or Examination is to be considered confidential and is not to be distributed, provided or disclosed in any form to anyone not involved in the Audit or Examination or the resolution of its findings (which may include any dispute resolution proceedings, including but not limited to mediation or judicial proceedings), nor is said information to be used for any other purposes. All information received or reviewed by the Requesting Party or its authorized representative in connection with any Audit or Examination that the requesting Party desires to distribute, provide or disclose in any dispute resolution proceeding shall be subject to protective arrangements as reasonably agreed to by the Parties. The Non-Requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or Examination or the resolution of its findings as described above to execute a non-disclosure agreement satisfactory to the Non-Requesting Party.

EXHIBIT A**CMDS PACKING AND EDITING REQUIREMENTS**

The standard interexchange media for the Exchange Message Interface (EMI) is magnetic tape or data transmission. There are recommended physical characteristics of magnetic tapes used for interexchange purposes. When CMDS data are interexchanged on tape the various types of data are arranged in a particular order. Pack control is exercised via the Pack Control Header, Category 20 records detailed in the Exchange Message Interface (EMI) document, B R 010-200-010.

Packs will be received in one of three possible formats from CMDS hosting customers. The customer will choose one of the options depending on the need for exchanging EMI module information and the customer's hardware capabilities. The format options are listed in the EMI document, Section 6.

ATTACHMENT HOSTING SERVICE – AT&T SOUTHWEST REGION 5-STATE

1. Introduction

- 1.1. This Attachment sets forth the rates, terms and conditions under which the Hosting Company (AT&T SOUTHWEST REGION 5-STATE) will perform hosting responsibilities for a facility-based CARRIER for data received from CARRIER for distribution to another Local Exchange Carrier (LEC) or for data received from other LECs to be distributed to CARRIER via the Hosting Company's in-region network or via the nationwide Centralized Message Distribution System (CMDS).
- 1.2. This Attachment also sets forth the rates, terms and conditions for Intercompany Settlements (ICS) service.

2. Definitions

- 2.1. "Calling Card and Third Number Settlement System" (CATS) means a nationwide system used to produce information reports that are used in the settlement of LEC revenues originated by one Direct Participant (DP) (or a LEC within the territory of that DP) and billed to a customer of another DP (or LEC within the territory of that DP) as described in accordance with the iconectiv Practice BR 981-200-110. The CATS report cycle is the 26th of the current month through the 25th of the following month.
- 2.2. "Centralized Message Distribution System" (CMDS) means the industry-wide data collection system located in St. Louis, Missouri which handles the daily exchange of message details between LECs that are DPs of the systems. This also includes the data collection system which handles the daily exchange of message details between AT&T Direct Participants.
- 2.3. "Direct Participant" (DP) means a LEC that interfaces directly with CMDS.
- 2.4. "Exchange Message Interface" (EMI) means the format used for the exchange of telecommunications message information. EMI format is contained in the Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry guidelines for exchange message records.
- 2.5. "Full Status Revenue Accounting Office (RAO Company)" means CARRIER that is provided a separate RAO code. CARRIER is responsible for formatting EMI records, editing and packing of detail records into files for distribution.
- 2.6. "In Region Hosting" means the transport of 1) LEC transported data that originates in the region and are delivered by the CARRIER to the Hosting Company to be sent another LEC; and 2) data received from CMDS or another LEC to be delivered to the CARRIER within the five state territory of the Host Company.
- 2.7. "Intercompany Settlements" (ICS) means a revenue exchange process for messages that originate by one DP (or LEC within the territory of that DP) and billed to a customer of another DP (or LEC within the territory of the other DP). ICS consists of third number billed and calling card revenues.
- 2.8. "Local Exchange Carrier" (LEC) means a facilities-based provider of local telecommunication services.
- 2.9. "Non-Full Status Revenue Accounting Office (RAO) Company" means CARRIER that has assigned responsibility to the Hosting Company for editing, sorting and placing billing message record detail and/or access usage record detail into packs for distribution.
- 2.10. "Operating Company Number (OCN)" means the alphanumeric company code identifying a LEC.
- 2.11. "RAO (Revenue Accounting Office) Code" means a three-position alphanumeric code, assigned by iconectiv that is used in the telecommunications industry for exchanging messages between companies.

3. Responsibilities of the Parties

- 3.1. All data forwarded from the CARRIER must be in the industry standard format in accordance with the EMI document. The CARRIER is responsible to ensure all appropriate settlement plan indicators are included in the message detail. The CARRIER acknowledges that the only end user billable message records subject to this Agreement are those that arise from LEC-to-LEC calls, not Interexchange Carrier calls.

- 3.2. When CARRIER delivers messages to the Hosting Company which must be forwarded to another LECs, the Hosting Company will accept data from the CARRIER, perform edits required to ensure the records are consistent with CMDS specifications, and use its in region data network to forward this data to the appropriate LEC or to access the national CMDS network in order to deliver this data to the appropriate billing and/or processing company.
- 3.3. If CARRIER is Non-Full Status RAO Company, the Hosting Company will also sort billable message detail and access usage record detail by Revenue Accounting Office Code, Operating Company Number or service bureau and split data into packs for invoicing prior to using its in region network to forward this data to the appropriate LEC or to access the national CMDS network in order to deliver such data to the appropriate LEC.
- 3.4. For billable message data and/or access usage data received by the Hosting Company for delivery to a CARRIER location, the Hosting Company will use its in region data network to receive this data from other LECs or from CMDS in order to deliver such billable message data and/or access usage data to the agreed upon Carrier location.
- 3.5. Through CATS, Hosting Company will perform Intercompany Settlements on behalf of the CUSTOMER.
 - 3.5.1. Hosting Company will collect the revenue earned by CARRIER from the DP in whose territory the messages are billed, less a per message billing and collection fee of five cents (\$0.05), or such other amount as may be approved by the DP and iconectiv, on behalf of CARRIER. Hosting Company will remit the revenue billed by CARRIER to the DP in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), or such other amount as may be approved by the DP and iconectiv, on behalf of CARRIER.

4. Basis of Compensation

- 4.1. In AT&T SOUTHWEST REGION 5-STATE, CARRIER agrees to pay Hosting Company a per record charge for billable message records and/or access usage records that are received from the CARRIER and destined for delivery to another LEC, at the rates listed in the Pricing Sheets.
 - 4.1.1. As part of this per record charge, the Hosting Company will provide confirmation and/or error reports and ICS reports.
 - 4.1.2. CARRIER also agrees to pay Hosting Company a per record charge for billable message records and/or access usage records in those situations where the Hosting Company, performing a transfer service, provides this message data received from other LECs or from CMDS for delivery to the CARRIER.

Pricing Sheet

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
AT&T Southwest Hosting Service	AR	SW HOSTING SERVICE	Full Status RAO Company - Hosting Company Network (Records from CARRIER to another LEC)				\$0.0020			per record
AT&T Southwest Hosting Service	AR	SW HOSTING SERVICE	Full Status RAO Company - National CMDS Network (Records from CARRIER to another LEC)				\$0.0050			per record
AT&T Southwest Hosting Service	AR	SW HOSTING SERVICE	Non-Full Status RAO Company - Hosting Company Network (Records from CARRIER to another LEC)				\$0.0070			per record
AT&T Southwest Hosting Service	AR	SW HOSTING SERVICE	Non-Full Status RAO Company - National CMDS Network (Records from CARRIER to another LEC)				\$0.0100			per record
AT&T Southwest Hosting Service	AR	SW HOSTING SERVICE	Transfer service (Records from another LEC/CMDS to CARRIER)				\$0.0030			per record
AT&T Southwest Hosting Service	AR	SW HOSTING SERVICE	CATS Billing and Collection fee				\$0.0500			per message

Pricing Sheet

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
AT&T West Hosting Service	CA	W HOSTING SERVICE	Set-Up Charge				\$8,500			
AT&T West Hosting Service	CA	W HOSTING SERVICE	Monthly Charge				\$1,200			per month
AT&T West Hosting Service	CA	W HOSTING SERVICE	Message Processing Rate				\$0.014			per message
AT&T West Hosting Service	CA	W HOSTING SERVICE	Message Packaging Rate				\$0.011			per message
AT&T West Hosting Service	CA	W HOSTING SERVICE	Message Conversion Rate				ICB			
AT&T West Hosting Service	CA	W HOSTING SERVICE	Replacement Tape Fee				\$50			per tape
AT&T West Hosting Service	CA	W HOSTING SERVICE	Billing Rate				\$0.05			per message
AT&T West Hosting Service	CA	W HOSTING SERVICE	Customer Billing Rate				\$0.05			per message

Pricing Sheet

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
AT&T Midwest Hosting Service	IL	MW HOSTING SERVICE	Start-Up Fee				\$16,000			one time charge
AT&T Midwest Hosting Service	IL	MW HOSTING SERVICE	Message distribution Fees - Monthly transmission fee				\$250			
AT&T Midwest Hosting Service	IL	MW HOSTING SERVICE	ICS Settlement - Monthly settlement processing fee				\$200			
AT&T Midwest Hosting Service	IL	MW HOSTING SERVICE	Consulting				\$150			per hour

Pricing Sheet

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
AT&T Midwest Hosting Service	IN	MW HOSTING SERVICE	Start-Up Fee				\$16,000			one time charge
AT&T Midwest Hosting Service	IN	MW HOSTING SERVICE	Message distribution Fees - Monthly transmission fee				\$250			
AT&T Midwest Hosting Service	IN	MW HOSTING SERVICE	ICS Settlement - Monthly settlement processing fee				\$200			
AT&T Midwest Hosting Service	IN	MW HOSTING SERVICE	Consulting				\$150			per hour

Pricing Sheet

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
AT&T Southwest Hosting Service	KS	SW HOSTING SERVICE	Full Status RAO Company - Hosting Company Network (Records from CARRIER to another LEC)				\$0.0020			per record
AT&T Southwest Hosting Service	KS	SW HOSTING SERVICE	Full Status RAO Company - National CMDS Network (Records from CARRIER to another LEC)				\$0.0050			per record
AT&T Southwest Hosting Service	KS	SW HOSTING SERVICE	Non-Full Status RAO Company - Hosting Company Network (Records from CARRIER to another LEC)				\$0.0070			per record
AT&T Southwest Hosting Service	KS	SW HOSTING SERVICE	Non-Full Status RAO Company - National CMDS Network (Records from CARRIER to another LEC)				\$0.0100			per record
AT&T Southwest Hosting Service	KS	SW HOSTING SERVICE	Transfer service (Records from another LEC/CMDS to CARRIER)				\$0.0030			per record
AT&T Southwest Hosting Service	KS	SW HOSTING SERVICE	CATS Billing and Collection fee				\$0.0500			per message

Pricing Sheet

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
AT&T Midwest Hosting Service	MI	MW HOSTING SERVICE	Start-Up Fee				\$16,000			one time charge
AT&T Midwest Hosting Service	MI	MW HOSTING SERVICE	Message distribution Fees - Monthly transmission fee				\$250			
AT&T Midwest Hosting Service	MI	MW HOSTING SERVICE	ICS Settlement - Monthly settlement processing fee				\$200			
AT&T Midwest Hosting Service	MI	MW HOSTING SERVICE	Consulting				\$150			per hour

Pricing Sheet

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
AT&T Southwest Hosting Service	MO	SW HOSTING SERVICE	Full Status RAO Company - Hosting Company Network (Records from CARRIER to another LEC)				\$0.0020			per record
AT&T Southwest Hosting Service	MO	SW HOSTING SERVICE	Full Status RAO Company - National CMDS Network (Records from CARRIER to another LEC)				\$0.0050			per record
AT&T Southwest Hosting Service	MO	SW HOSTING SERVICE	Non-Full Status RAO Company - Hosting Company Network (Records from CARRIER to another LEC)				\$0.0070			per record
AT&T Southwest Hosting Service	MO	SW HOSTING SERVICE	Non-Full Status RAO Company - National CMDS Network (Records from CARRIER to another LEC)				\$0.0100			per record
AT&T Southwest Hosting Service	MO	SW HOSTING SERVICE	Transfer service (Records from another LEC/CMDS to CARRIER)				\$0.0030			per record
AT&T Southwest Hosting Service	MO	SW HOSTING SERVICE	CATS Billing and Collection fee				\$0.0500			per message

Pricing Sheet

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
AT&T West Hosting Service	NV	W HOSTING SERVICE	Set-Up Charge				\$8,500			
AT&T West Hosting Service	NV	W HOSTING SERVICE	Monthly Charge				\$1,200			per month
AT&T West Hosting Service	NV	W HOSTING SERVICE	Message Processing Rate				\$0.014			per message
AT&T West Hosting Service	NV	W HOSTING SERVICE	Message Packaging Rate				\$0.011			per message
AT&T West Hosting Service	NV	W HOSTING SERVICE	Message Conversion Rate				ICB			
AT&T West Hosting Service	NV	W HOSTING SERVICE	Replacement Tape Fee				\$50			per tape
AT&T West Hosting Service	NV	W HOSTING SERVICE	Billing Rate				\$0.05			per message
AT&T West Hosting Service	NV	W HOSTING SERVICE	Customer Billing Rate				\$0.05			per message

Pricing Sheet

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
AT&T Midwest Hosting Service	OH	MW HOSTING SERVICE	Start-Up Fee				\$16,000			one time change
AT&T Midwest Hosting Service	OH	MW HOSTING SERVICE	Message distribution Fees - Monthly transmission fee				\$250			
AT&T Midwest Hosting Service	OH	MW HOSTING SERVICE	ICS Settlement - Monthly settlement processing fee				\$200			
AT&T Midwest Hosting Service	OH	MW HOSTING SERVICE	Consulting				\$150			per hour

Pricing Sheet

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
AT&T Southwest Hosting Service	OK	SW HOSTING SERVICE	Full Status RAO Company - Hosting Company Network (Records from CARRIER to another LEC)				\$0.0020			per record
AT&T Southwest Hosting Service	OK	SW HOSTING SERVICE	Full Status RAO Company - National CMDS Network (Records from CARRIER to another LEC)				\$0.0050			per record
AT&T Southwest Hosting Service	OK	SW HOSTING SERVICE	Non-Full Status RAO Company - Hosting Company Network (Records from CARRIER to another LEC)				\$0.0070			per record
AT&T Southwest Hosting Service	OK	SW HOSTING SERVICE	Non-Full Status RAO Company - National CMDS Network (Records from CARRIER to another LEC)				\$0.0100			per record
AT&T Southwest Hosting Service	OK	SW HOSTING SERVICE	Transfer service (Records from another LEC/CMDS to CARRIER)				\$0.0030			per record
AT&T Southwest Hosting Service	OK	SW HOSTING SERVICE	CATS Billing and Collection fee				\$0.0500			per message

Pricing Sheet

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
AT&T Southwest Hosting Service	TX	SW HOSTING SERVICE	Full Status RAO Company - Hosting Company Network (Records from CARRIER to another LEC)				\$0.0020			per record
AT&T Southwest Hosting Service	TX	SW HOSTING SERVICE	Full Status RAO Company - National CMDS Network (Records from CARRIER to another LEC)				\$0.0050			per record
AT&T Southwest Hosting Service	TX	SW HOSTING SERVICE	Non-Full Status RAO Company - Hosting Company Network (Records from CARRIER to another LEC)				\$0.0070			per record
AT&T Southwest Hosting Service	TX	SW HOSTING SERVICE	Non-Full Status RAO Company - National CMDS Network (Records from CARRIER to another LEC)				\$0.0100			per record
AT&T Southwest Hosting Service	TX	SW HOSTING SERVICE	Transfer service (Records from another LEC/CMDS to CARRIER)				\$0.0030			per record
AT&T Southwest Hosting Service	TX	SW HOSTING SERVICE	CATS Billing and Collection fee				\$0.0500			per message

Pricing Sheet

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
AT&T Midwest Hosting Service	WI	MW HOSTING SERVICE	Start-Up Fee				\$16,000			one time charge
AT&T Midwest Hosting Service	WI	MW HOSTING SERVICE	Message distribution Fees - Monthly transmission fee				\$250			
AT&T Midwest Hosting Service	WI	MW HOSTING SERVICE	ICS Settlement - Monthly settlement processing fee				\$200			
AT&T Midwest Hosting Service	WI	MW HOSTING SERVICE	Consulting				\$150			per hour