

CLEC will bill their respective charges directly to each other. AT&T-21STATE will not be required to function as a billing intermediary, e.g., clearinghouse. AT&T-21STATE may provide information regarding such traffic to Third Party carriers or entities as appropriate to resolve traffic compensation issues.

- 6.1.7 Notwithstanding the classification of traffic under this Attachment, either Party is free to define its own "local" calling area(s) for purposes of its provision of Telecommunications services to its End Users.
- 6.1.8 For Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic, and IntraLATA Toll Traffic, the Party whose End User originates such traffic shall compensate the Party who terminates such traffic to its End User for the transport and termination of such traffic at the applicable rate(s) provided in this Attachment and the Pricing Schedule and/or the applicable switched access tariffs.
 - 6.1.8.1 In AT&T CONNECTICUT, when CLEC purchases local switching from AT&T CONNECTICUT on a wholesale basis to provide service to its End Users, all Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic, and IntraLATA Toll Traffic originated by CLEC's End Users are not subject to intercarrier compensation as addressed in Section 6.2.8.3 below.
- 6.1.9 To the extent that the Parties are not currently exchanging traffic in a given LATA or local calling area, the Parties' obligation to pay intercarrier compensation to each other shall commence on the date the Parties agree that the Interconnection is complete (i.e., each Party has established its originating trunks as well as all ancillary traffic trunking such as Operator Services, 911 or Mass Calling trunks) and is capable of fully supporting originating and terminating End User traffic. In addition, the Parties agree that test traffic is not subject to compensation pursuant to this Attachment.
- 6.1.10 The Parties acknowledge that Section 6.0 above addresses the method of compensation for traffic properly exchanged by the Parties under this Agreement.
- 6.2 Reciprocal Compensation for Termination of Section 251(b)(5) Traffic:
 - 6.2.1 Section 251(b)(5) Traffic shall mean Telecommunications traffic in which the originating End User of one Party and the terminating End User of the other Party are:
 - 6.2.1.1 both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state Commission or regulatory agency; or both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.
 - 6.2.2 AT&T-21STATE made an offer (the "Offer") to all Telecommunications carriers to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).
 - 6.2.3 AT&T-21STATE and CLEC agree to carry out the FCC's interim ISP terminating compensation plan on the date designated by AT&T-21STATE in a particular state without waiving, and expressly reserving, all appellate rights to contest FCC, judicial, legislative, or other regulatory rulings regarding ISP-Bound traffic, including but not limited to, appeals of the FCC's ISP Compensation Order. By agreeing to this Attachment, both Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies.

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- 6.2.3.1 Should a regulatory agency, court or legislature change or nullify the **AT&T-21STATE**'s designated date to begin billing under the FCC's ISP terminating compensation plan, then the Parties also agree that any necessary billing true-ups, reimbursements, or other accounting adjustments shall be made symmetrically and to the same date that the FCC terminating compensation plan was deemed applicable to all traffic in that state exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to the extent they are ordered by intervening law, to apply uniformly to all traffic among **AT&T-21STATE**, CLEC and CMRS carriers in the state where traffic is exchanged as local calls within the meaning of this Attachment.
- 6.2.4 In **AT&T-21STATE** the rates, terms and conditions for compensation of Section 251(b)(5) Traffic, as defined in Section 6.2.1 above and ISP-Bound Traffic, as defined in Section 6.3.1 below will be compensated at the FCC's interim ISP terminating compensation rate as set forth in Section 6.3.4.2 below in a specific state on the Effective Date of this Agreement.
- 6.2.4.1 Until and unless **AT&T CONNECTICUT** chooses to offer to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic on and after a designated date pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan, the compensation set forth in this Section 6.2 will apply to all Section 251(b)(5) Traffic and ISP-Bound Traffic for Connecticut. The Parties will also agree that any billing true-ups, reimbursements, or other accounting adjustments on past traffic shall be made uniformly and on the same date as for all traffic exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments to apply to all traffic among **AT&T CONNECTICUT**, CLEC, and CMRS carriers in Connecticut where traffic is exchanged as local calls within the meaning of this Attachment.
- 6.2.5 In instances where the originating carrier is originating Telecommunications traffic over its own facilities (i.e., not leased or purchased from **AT&T-22STATE**) the following Tandem serving rate elements are applicable on a terminating MOU basis and include compensation for the following sub-elements if such network functions are actually provided by the terminating Party for the termination of the originating Party's traffic:
- 6.2.5.1 Tandem Switching – compensation for the use of Tandem Switching consists of a call set-up rate element (per message) where applicable, and a duration (per minute) rate element.
- 6.2.5.2 Common (Tandem) Transport – compensation for the transmission facilities (1) between the Tandem Switch and the End Offices subtending that Tandem, (2) between Tandem Switches, and/or (3) between host and remote End Office Switches consists of a transport termination (per minute) rate element and a transport facility mileage (per minute, per mile) rate element.
- 6.2.5.3 End Office Switching in a Tandem Serving Arrangement – compensation for the local End Office Switching and line termination necessary to complete the transmission in a Tandem-Served Arrangement consists of a call set-up rate element (per message in **AT&T-13STATE**) and a call duration (per minute) rate element.
- 6.2.6 In instances where the originating carrier is originating Telecommunications traffic over its own facilities (i.e., not leased or purchased from **AT&T-22STATE**), the following End Office switching rate elements are applicable on a terminating MOU basis:
- 6.2.6.1 End Office switching – compensation for the local End Office switching and line termination necessary to complete the transmission in an End Office serving arrangement. It consists of a

call set-up rate element (per message in **AT&T-13STATE**) where applicable, and a call duration (per minute) rate element.

6.2.7 CLEC shall only be paid End Office Switching rate element(s).

6.2.8 Intercarrier Compensation for Wholesale Local Switching Traffic for **AT&T-13STATE**:

6.2.8.1 Where CLEC purchases local switching from **AT&T-12STATE** pursuant to the terms of a Section 271 Agreement (herein after referred to as "switching on a wholesale basis"), CLEC will deal directly with Third Party carriers for purposes of reciprocal compensation for calls originated by or terminated to the End Users served by such arrangements. **AT&T-12STATE** is required to provide CLEC with timely, complete and correct information to enable CLEC to meet the requirements of this Section.

6.2.8.2 The following reciprocal compensation terms shall apply to all traffic exchanged between **AT&T-12STATE** and CLEC when CLEC purchases local switching from **AT&T-12STATE** on a wholesale basis:

6.2.8.2.1 For intra-switch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between **AT&T-12STATE** and CLEC, the Parties agree to impose no call termination charges pertaining to reciprocal compensation on each other.

6.2.8.2.2 For interswitch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between **AT&T-12STATE** and CLEC where CLEC's End User originates a call that is terminated to a **AT&T-12STATE** End User, such traffic shall be paid for reciprocally at the FCC Plan rate set forth in Section 6.3.4 below for the transport and termination of Section 251(b)(5) Traffic and ISP-Bound Traffic.

6.2.8.3 In **AT&T CONNECTICUT**, when CLEC purchases local switching from **AT&T CONNECTICUT** on a wholesale basis to provide service to its End Users, **AT&T CONNECTICUT** will be solely responsible for compensating the terminating Third Party carrier for Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic and IntraLATA Toll Traffic that originates from CLEC's End Users. When CLEC purchases local switching from **AT&T CONNECTICUT** on a wholesale basis, CLEC can not seek intercarrier compensation from **AT&T CONNECTICUT** for Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic and IntraLATA Toll Traffic that originates from either an **AT&T CONNECTICUT** End User or a Third Party carrier's End User.

6.2.9 Multiple Tandem Access (MTA) Interconnection (**AT&T SOUTHEAST REGION 9-STATE**)

6.2.9.1 Compensation for MTA shall be at the applicable Tandem Switching and transport charges specified in Pricing Schedule and shall be billed in addition to any call transport and termination charges.

6.2.9.2 To the extent CLEC routes its traffic in such a way that utilizes **AT&T SOUTHEAST REGION 9-STATE**'s MTA service without properly ordering MTA, CLEC shall pay **AT&T SOUTHEAST REGION 9-STATE** the associated MTA charges.

6.3 Rates, Terms and Conditions of FCC's Interim ISP Terminating Compensation Plan:

6.3.1 In accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order"), "ISP-Bound Traffic" shall mean Telecommunications traffic exchanged between

CLEC and **AT&T-22STATE** in which the originating End User of one Party and the ISP served by the other Party are:

- 6.3.1.1 both physically located in the same ILEC Local Exchange Area as defined by the ILEC's Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
- 6.3.1.2 both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory EAS, mandatory ELCS or other types of mandatory expanded local calling scopes.
- 6.3.2 In states in which **AT&T-22STATE** has offered to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order, traffic is presumed to be ISP-Bound Traffic in accordance with the rebuttable presumption set forth in Section 6.3.5 below of this Attachment.
- 6.3.3 The rates, terms and conditions set forth in Section 6.3 above shall apply to the termination of all ISP-Bound Traffic exchanged between the Parties in each of the applicable state(s) for which **AT&T-22STATE** has made an offer as described in Section 6.2 above effective on the later of (i) the Effective Date of this Agreement and (ii) the effective date of the offer in the particular state. All ISP-Bound Traffic is subject to the rebuttable presumption.
- 6.3.4 Intercarrier Compensation for ISP-Bound Traffic and Section 251(b)(5) Traffic:
 - 6.3.4.1 The rates, terms, and conditions in Section 6.3 above apply to the termination of all Section 251(b)(5) Traffic as defined in Section 6.2.1 above and ISP-Bound Traffic as defined in Section 6.3.1 above. ISP-Bound Traffic is subject to the rebuttable presumption.
 - 6.3.4.2 The Parties agree to compensate each other for the transport and termination of all ISP-Bound Traffic on a MOU basis per the Pricing Schedule.
 - 6.3.4.3 Payment of Intercarrier Compensation on ISP-Bound Traffic will not vary according to whether the traffic is routed through a Tandem Switch or directly to an End Office switch.
- 6.3.5 ISP-Bound Traffic Rebuttable Presumption
 - 6.3.5.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, the Parties agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic (excluding traffic originated by carriers purchasing a local switching product from AT&T) and ISP-Bound Traffic exchanged between the Parties exceeding a 3:1 terminating to originating ratio is presumed to be ISP-Bound Traffic subject to the compensation terms in this Section 6.3.5 above. Either Party has the right to rebut the 3:1 ISP-Bound Traffic presumption by identifying the actual ISP-Bound Traffic by any means agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to Section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, the Parties will remain obligated to pay the reciprocal compensation rates set forth in Section 6.3.4.2 above for Section 251(b)(5) Traffic and ISP-Bound Traffic.

6.3.6 For purposes of this Section 6.3.6, all Section 251(b)(5) Traffic and all ISP-Bound Traffic shall be referred to as "Billable Traffic" and will be billed in accordance with Section 6.12 below.

6.3.6.1 Each Party will invoice the other Party on a monthly basis for combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties at the rate set forth in Section 6.3.4.2 above.

6.4 Other Telecommunications Traffic:

6.4.1 Except as set forth in Section 6.3 above, the terms of this Attachment are not applicable to (i) interstate or intrastate Exchange Access traffic, (ii) Information Access traffic, or (iii) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission, with the exception of ISP-Bound Traffic which is addressed in this Attachment. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

6.4.2 FX services are retail service offerings purchased by FX End Users which allow such FX End Users to obtain exchange service from a mandatory local calling area other than the mandatory local calling area where the FX customer is physically located, but within the same LATA as the number that is assigned. FX service enables particular End Users to avoid what might otherwise be toll calls between the FX End User's physical location and End Users in the foreign exchange. FX Telephone Numbers are those telephone numbers with rating and routing points that are different from those of the geographic area in which the End User is physically located. FX Telephone Numbers that deliver second dial tone with the ability for the calling party to enter access codes and an additional recipient telephone number remain classified as FGA calls, and are subject to the originating and terminating carriers' tariffed Switched Exchange Access rates (also known as "Meet Point Billed" compensation). There are two types of FX service:

6.4.2.1 "Dedicated FX Traffic" shall mean those calls routed by means of a physical, dedicated circuit delivering dial tone or otherwise serving an End User's station from a serving Central Office (also known as End Office) located outside of that station's mandatory local calling area. Dedicated FX Service permits the End User physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign," exchange, thereby creating a local presence in that "foreign" exchange.

6.4.2.2 "Virtual Foreign Exchange (FX) Traffic" and "FX-type Traffic" shall refer to those calls delivered to telephone numbers that are rated as local to the other telephone numbers in a given mandatory local calling area, but where the recipient End User's station assigned that telephone number is physically located outside of that mandatory local calling area. Virtual FX Service also permits an End User physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign," exchange, thereby creating a local presence in the "foreign" exchange. Virtual FX Service differs from Dedicated FX Service, however, in that Virtual FX End Users continue to draw dial tone or are otherwise served from a Central (or End) Office which may provide service across more than one Commission-prescribed mandatory local calling area, whereas Dedicated FX Service End Users draw dial tone or are otherwise served from a Central (or End) Office located outside their mandatory calling area.

6.4.2.3 FX Traffic is not Section 251(b)(5) Traffic and instead the transport and termination compensation for FX Traffic is subject to a Bill and Keep arrangement in AT&T-21STATE.

6.4.2.3.1 To the extent that ISP-Bound Traffic is provisioned via an FX-type arrangement, such traffic is subject to a Bill and Keep arrangement. "Bill and Keep" refers to an arrangement in which neither of two interconnecting parties charges the other for terminating FX traffic that originates on the other party's network.

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- 6.4.2.4 Pursuant to the Connecticut Commission decision in Docket No. 01-01-29RE01, the originating Party will bill the terminating Party the appropriate originating access charges for all traffic except ISP-Bound Traffic that is terminated to a number that is provisioned as a Virtual FX, Dedicated FX or FX-type service as defined in Section 6.4.2 above in AT&T CONNECTICUT. In such circumstances, for ISP-Bound Traffic the appropriate compensation mechanism is bill and keep.
- 6.4.2.5 Segregating and Tracking FX Traffic:
- 6.4.2.5.1 For AT&T-12STATE, the terminating carrier is responsible for separately identifying IntraLATA Virtual FX, Dedicated FX, and FX-type traffic from other types of Inter-carrier traffic for compensation purposes. The terminating carrier will be responsible for providing the originating carrier with an FX usage summary which includes a ten (10) digit telephone number level detail of the MOUs terminated to FX Telephone Numbers on its network each month (or in each applicable billing period, if not billed monthly), or by any means mutually agreed by the Parties.
- 6.4.2.5.2 Terminating carrier will not assess compensation charges to the Voice FX MOU and ISP FX MOU in AT&T-21STATE.
- 6.4.2.5.3 AT&T CONNECTICUT, FX traffic must be identified as voice FX and ISP FX. AT&T-CONNECTICUT will work with CLEC in reviewing its data to determine the volume of IntraLATA FX traffic being exchanged for an agreed-upon period of time. Once the data review is completed, the Parties will estimate the percentage of MOUs that is attributable to FX traffic and assign percentage factors. For AT&T CONNECTICUT ISP FX percentage will be assigned ("PIFX") and voice FX percentage will be assigned ("PVFX"). The PIFX and PVFX ("FX factor") will be used in lieu of providing the actual MOUs data. This plan will be applied on an individual CLEC basis.
- 6.4.2.5.3.1 The FX factor will be applied to the measured local usage MOUs and result in the following billing adjustments:
- 6.4.2.5.3.1.1 Terminating carrier will subtract both the voice FX MOU and ISP FX MOU from the measured local MOU prior to assessing terminating compensation charges.
- 6.4.2.5.3.1.2 Originating carrier will apply the appropriate originating access charges only to the Voice FX MOU in AT&T CONNECTICUT.
- 6.4.2.5.4 In AT&T-13STATE either Party may request an audit of the FX Usage Summary or the FX Factor on no fewer than thirty (30) Business Day's written Notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to auditor paid for by the Party requesting the audit. If mutual agreement cannot be reached, the Parties shall use one of the following independent auditors: PricewaterhouseCoopers, Ernst & Young, KPMG, or Deloitte Touche Tohmatsu (Big-4 Auditors). Selection of the Big-4 Auditor shall be made by the Party requesting the audit and the selected Big-4 Auditor must be independent as
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determined by current accounting and auditing standards promulgated by the appropriate accounting governing body. Such audits shall be requested within six (6) months of having received the FX Usage Summary or the FX Factor and associated usage from the other Party and may not be requested more than twice per year, once per calendar year, unless the audit finds there has been a five percent (5%) or higher net error or variance in calculations, in which case a subsequent audit is required. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past six (6) months.

6.4.2.5.4.1 If the FX factor is adjusted based upon the audit results, the adjusted FX factor will apply for the six (6) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the FX factor or underreported the FX Usage by five percent (5%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.

6.4.3 Private Line Services include private line-like and special access services and are not subject to intercarrier compensation. Private Line Services are defined as a digital point-to-point connection that provides a dedicated circuit of pre-subscribed bandwidth between any two (2) points. Private Line Services are used to consolidate communications over one (1) line for voice, data, video and multimedia.

6.4.4 The Parties recognize and agree that ISP and Internet traffic (excluding ISP-Bound Traffic as defined in Section 6.3.1 above) could also be exchanged outside of the applicable local calling scope, or routed in ways that could make the rates and rate structure in Section 6.2 above and Section 6.3 above not apply, including but not limited to ISP calls that meet the definitions of:

6.4.4.1 FX Traffic

6.4.4.2 Optional EAS Traffic

6.4.4.3 IntraLATA Toll Traffic

6.4.4.4 800, 888, 877, ("8YY") Traffic

6.4.4.5 FGA Traffic

6.4.4.6 MCA Traffic

6.4.5 The Parties agree that, for the purposes of this Attachment, either Party's End Users remain free to place ISP calls under any of the above classifications. Notwithstanding anything to the contrary herein, to the extent such ISP calls are placed, the Parties agree that the compensation mechanisms set forth in Section 6.2 above and Section 6.3 above do not apply. The applicable rates, terms and conditions for: (a) FX Traffic are set forth in Section 6.4.2 above; (b), Optional EAS Traffic are set forth in Section 6.5 below; (c) 8YY Traffic are set forth in Section 6.8 below; (d) FGA Traffic are set forth in Section 6.4.2 above; (e) IntraLATA Toll Traffic are set forth in Section 6.11 below; and/or (f) MCA Traffic are set forth in Section 6.6 below.

6.5 Optional Calling Area Traffic – **AT&T ARKANSAS, AT&T KANSAS and AT&T TEXAS:**

6.5.1 Compensation for Optional Calling Area (OCA) Traffic, (also known as Optional Extended Area Service and Optional EAS) is for the termination of intercompany traffic to and from the Commission approved one-way or two-way optional exchanges(s) and the associated metropolitan area except mandatory extended traffic as addressed in Section 6.2.1 above and Section 6.3.1 above. The transport and termination rate applies

when **AT&T ARKANSAS, AT&T KANSAS** or **AT&T TEXAS** transports traffic and terminates it at its own switch.

6.5.2 In the context of this Attachment, Optional Calling Areas (OCAs) exist only in the states of Arkansas, Kansas and Texas, and are outlined in the applicable state Local Exchange tariffs. This rate is independent of any retail service arrangement established by either Party. CLEC and **AT&T ARKANSAS, AT&T KANSAS** and **AT&T TEXAS** are not precluded from establishing their own local calling areas or prices for purposes of retail telephone service; however the terminating rates to be used for any such offering will still be administered as described in this Attachment.

6.5.3 The state specific OCA Transport and Termination rates are identified in the Pricing Schedule.

6.6 MCA Traffic - **AT&T MISSOURI**:

6.6.1 For compensation purposes in the state of Missouri, Section 251(b)(5) Traffic and ISP-Bound Traffic shall be further defined as MCA Traffic and Non-MCA Traffic. MCA Traffic is traffic originated by a party providing a local calling scope plan pursuant to the Missouri Public Service Commission Orders in Case No. TO-92-306 and Case No. TO-99-483 (MCA Orders) and the call is Section 251(b)(5) Traffic based on the calling scope of the originating party pursuant to the MCA Orders. Non-MCA Traffic is all Section 251(b)(5) Traffic and ISP-Bound Traffic that is not defined as MCA Traffic.

6.6.1.1 Either party providing Metropolitan Calling Area (MCA) service shall offer the full calling scope prescribed in Case No. TO-92-306, without regard to the identity of the called Party's local service provider. The Parties may offer additional toll-free outbound calling or other services in conjunction with MCA service, but in any such offering the Party shall not identify any calling scope other than that prescribed in Case No. TO-92-306 as "MCA" service.

6.6.1.2 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, MCA Traffic shall be exchanged on a Bill and Keep intercompany compensation basis meaning that the Party originating a call defined as MCA Traffic shall not compensate the terminating Party for terminating the call.

6.6.2 The Parties agree to use the LERG to provision the appropriate MCA NXXs in their networks. The LERG should be updated at least forty-five (45) calendar days in advance of opening a new code to allow the other Party the ability to make the necessary network modifications. If the Commission orders the Parties to use an alternative other than the LERG, the Parties will comply with the Commission's final order.

6.6.3 If CLEC provides service via Resale or in conjunction with ported numbers in the MCA, the appropriate MCA NXXs will be updated by **AT&T MISSOURI**.

6.7 Primary Toll Carrier Arrangements:

6.7.1 A Primary Toll Carrier (PTC) is a company that provides IntraLATA Toll Traffic Service for its own End User customers and potentially for a Third Party ILEC's End User customers. In this ILEC arrangement, the PTC would receive the ILEC End User IntraLATA toll traffic revenues and pay the ILEC for originating these toll calls. The PTC would also pay the terminating switched access charges on behalf of the ILEC. In **AT&T GEORGIA, AT&T INDIANA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NEVADA, AT&T OKLAHOMA, AT&T SOUTH CAROLINA**, and/or **AT&T TENNESSEE** wherein Primary Toll Carrier arrangements are mandated, and **AT&T GEORGIA, AT&T INDIANA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NEVADA, AT&T OKLAHOMA, AT&T SOUTH CAROLINA**, and/or **AT&T TENNESSEE** is functioning as the PTC for a Third Party ILEC's End User customers, the following provisions apply to the IntraLATA toll traffic which is subject to the PTC arrangement:

- 6.7.1.1 AT&T INDIANA, AT&T NEVADA, and/or AT&T OKLAHOMA, shall deliver such IntraLATA toll traffic that originated from that Third Party ILEC and terminated to CLEC as the terminating carrier in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. Where AT&T INDIANA, AT&T NEVADA, and/or AT&T OKLAHOMA is functioning as the PTC for Third Party ILEC's End User customers, AT&T INDIANA, AT&T NEVADA, and/or AT&T OKLAHOMA shall pay CLEC on behalf of the originating Third Party ILEC for the termination of such IntraLATA toll traffic at the terminating switched access rates as set forth in CLEC's intrastate access service tariff, but such compensation shall not exceed the compensation contained in the AT&T-22STATE intrastate access service tariff in the respective state.
- 6.7.1.2 AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE shall deliver such IntraLATA toll traffic that originated from that Third Party ILEC and terminated to CLEC as the terminating carrier in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. Where AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE is functioning as the PTC for a Third Party ILEC's End User customers, the following provisions apply to the minutes of use terminating to CLEC. AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE and CLEC will work cooperatively to develop a percentage of the amount of state specific PTC ILEC originated intraLATA toll minutes of use that are within the state specific total ILEC originated minutes of use reflected in the monthly EMI 11-01-01 Records provided to CLEC by AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE. CLEC will apply this state specific percentage against the state specific total ILEC originated EMI 11-01-01 minutes of use each month to determine the amount of PTC intraLATA toll minutes of use for which AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE will compensate CLEC. Such percentage will be updated no more than twice each year. AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE will compensate CLEC for this PTC traffic as it would for AT&T-22STATE originated traffic as set forth in CLEC's Interconnection Agreement with AT&T-22STATE.
- 6.7.1.3 AT&T GEORGIA, AT&T INDIANA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NEVADA, AT&T OKLAHOMA, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE shall deliver such IntraLATA toll traffic that originated from CLEC and terminated to the Third Party ILEC as the terminating carrier in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. CLEC shall pay AT&T GEORGIA, AT&T INDIANA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NEVADA, AT&T OKLAHOMA, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE for the use of its facilities at the rates set forth in AT&T-22STATE's intrastate access service tariff in the respective state. CLEC shall pay the ILEC directly for the termination of such traffic originated from CLEC.

6.8 IntraLATA 800 Traffic:

- 6.8.1 The Parties shall provide to each other IntraLATA 800 Access Detail Usage Data for Customer billing and IntraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. On

a monthly basis, at a minimum, the Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an End User billable Record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.

- 6.8.2 IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query. For AT&T SOUTHEAST REGION 9-STATE, each Party shall pay the other the appropriate switched access charges set forth in the AT&T SOUTHEAST REGION 9-STATE intrastate or interstate switched access tariffs. CLEC will pay AT&T SOUTHEAST REGION 9-STATE the database query charge as set forth in the AT&T SOUTHEAST REGION 9-STATE intrastate or interstate access services Tariff as filed and in effect with the FCC or appropriate Commission as applicable. Where technically feasible, each Party will provide to the other Party the appropriate Records, in accordance with industry standards, necessary for billing intraLATA 8YY customers. The Records provided will be in a standard EMI format. AT&T SOUTHEAST REGION 9-STATE provision of 8YY Toll Free Dialing (TFD) to CLEC requires interconnection from CLEC to AT&T SOUTHEAST REGION 9-STATE's 8YY Signal Channel Point (SCP). Such interconnections shall be established pursuant to AT&T-22STATE's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. CLEC shall establish SS7 interconnection at the AT&T SOUTHEAST REGION 9-STATE Local Signal Transfer Points serving the AT&T SOUTHEAST REGION 9-STATE 8YY SCPs that CLEC desires to query. The terms and conditions for 8YY TFD are set out in AT&T SOUTHEAST REGION 9-STATE's intrastate access services tariff.
- 6.9 Meet-Point Billing (MPB) and IXC Switched Access Traffic Compensation:
- 6.9.1 Inter-carrier compensation for Switched Access Traffic shall be on a MPB basis as described below.
- 6.9.2 The Parties will establish MPB arrangements in order to jointly provide Switched Access Services via the respective carrier's Tandem Office Switch in accordance with the MPB guidelines contained in the OBF's Multiple Exchange Carriers Ordering and Design (MECOD) and Multiple Exchange Carrier Access Billing (MECAB) documents, as amended from time to time.
- 6.9.3 Billing for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the Multiple Bill/Single Tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates. The Residual Interconnection Charge (RIC), if any, will be billed by the Party providing the End Office function.
- 6.9.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 6.9.5 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the MPB arrangement, when the Parties do not have all detailed Recordings for billing.
- 6.9.5.1 The Parties agree that AT&T SOUTHEAST REGION 9-STATE will bill IXCs for originating and terminating access charges from AT&T SOUTHEAST REGION 9-STATE Recordings when AT&T SOUTHEAST REGION 9-STATE has direct connections with IXCs via AT&T SOUTHEAST REGION 9-STATE's access tandem. AT&T SOUTHEAST REGION 9-STATE will pass EMI Records to CLEC when AT&T SOUTHEAST REGION 9-STATE is the Official Recording Company. The Parties also agree that AT&T SOUTHEAST REGION 9-STATE and CLEC will exchange EMI records when

each are acting as the Official Recording Company and the CLEC is the access tandem company with direct connections with IXC's.

- 6.9.5.2 The Parties also agree that AT&T-13STATE and CLEC will exchange EMI Records when each is acting as the Official Recording Company. As described in the MECAB document, the Official Recording Company for Tandem routed traffic is: (1) the End Office company for originating traffic, (2) the Tandem company for terminating traffic and (3) the SSP company for originating 800 traffic.
- 6.9.6 Information shall be passed or exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI Records cannot be transferred due to a transmission failure, Records can be provided via a mutually acceptable medium. The provision of Access Usage Records (AURs) to accommodate MPB will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals.
- 6.9.7 MPB shall also apply to all jointly provided Switched Access MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs).
- 6.9.7.1 For AT&T-13STATE, the Party that performs the SSP function (launches the query to the 800 database) will bill the 800 Service Provider for this function.
- 6.9.7.2 For AT&T SOUTHEAST REGION 9-STATE, CLEC will pay the database query charge set forth in the AT&T SOUTHEAST REGION 9-STATE intrastate or interstate access services Tariff.
- 6.9.8 AT&T-22STATE and CLEC agree to provide the other Party with notification of any discovered errors in the record exchange process within ten (10) Business Days of the discovery.
- 6.9.9 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) calendar days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no less than three (3) and no more than twelve (12) consecutive months of prior usage data.
- 6.10 Compensation for Origination and Termination of InterLATA Traffic:
- 6.10.1 Where a CLEC originates or terminates its own End User InterLATA Traffic not subject to MPB, the CLEC must purchase feature group access service from AT&T-22STATE's state or federal access tariffs, whichever is applicable, to carry such InterLATA Traffic.
- 6.11 IntraLATA Toll Traffic Compensation:
- 6.11.1 For intrastate IntraLATA Message Telephone Service (MTS) toll traffic, compensation for termination of such traffic will be at terminating access rates. For intrastate IntraLATA 800 Service, compensation for termination of such traffic will be at originating access rates, including the Carrier Common Line (CCL) charge where applicable. The appropriate access rates are set forth in each Party's intrastate access service tariff, but such compensation shall not exceed the compensation contained in AT&T-22STATE's tariff in whose exchange area the End User is located.
- 6.11.2 For interstate IntraLATA MTS toll traffic, compensation for termination of such traffic will be at terminating access rates. For interstate IntraLATA 800 Service, compensation for termination of such traffic will be originating access rates, including the CCL charge where applicable. The appropriate access rates are set forth in each Party's interstate access service tariff, but such compensation shall not exceed the compensation contained in the AT&T-22STATE's tariff in whose exchange area the End User is located.
- 6.12 Billing Arrangements for Termination of Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic and IntraLATA Toll Traffic:

- 6.12.1 In AT&T-22STATE, each Party, unless otherwise agreed to by the Parties, will calculate terminating interconnection MOUs based on standard switch Recordings made within terminating carrier's network for Section 251(b)(5) Traffic, Optional EAS Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. These Recordings are the basis for each Party to generate bills to the other Party.
- 6.12.1.1 Where CLEC is using terminating Recordings to bill intercarrier compensation, AT&T-12STATE will provide the terminating Records where available by means of the Daily Usage File (DUF) to identify traffic that originates from an End User being served by a Third Party telecommunications carrier using an AT&T-12STATE non-resale offering whereby AT&T-12STATE provides the End Office switching on a wholesale basis. Such Records will contain the Operating Company Number (OCN) of the responsible LEC that originated the calls which CLEC may use to bill such originating carrier for MOUs terminated on CLEC's network.
- 6.12.2 For those usage based charges where actual charge information is not determinable by AT&T WEST REGION 2-STATE because the jurisdiction (i.e., intrastate vs. local) or origin of the traffic is unidentifiable, the Parties will jointly develop a Percent Local Usage (PLU) factor in order to determine the appropriate charges. PLU is calculated by dividing the sum of Section 251(b)(5) Traffic MOU and ISP-Bound Traffic MOU delivered to a Party for termination by the total MOU delivered to a Party for termination.
- 6.12.2.1 CLEC and AT&T WEST REGION 2-STATE agree to exchange such reports and/or data as provided in this Attachment to facilitate the proper billing of traffic. Either Party may request an audit of such usage reports on no fewer than thirty (30) Business Days written Notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to auditor paid for by the Party requesting the audit. If mutual agreement cannot be reached within one (1) month of the date of the written request for an audit, the Parties shall use one (1) of the following independent auditors: PricewaterhouseCoopers, Ernst & Young, KPMG, or Deloitte Touche Tohmatsu (Big-4 Auditors). Selection of the Big-4 Auditor shall be made by the Party requesting the audit and the selected Big-4 Auditor must be independent as determined by current accounting and auditing standards promulgated by the appropriate accounting governing body. Such audit shall be requested within six (6) months of having received the usage reports from the other Party and may not be requested more than twice per year, once per calendar year for each call detail type unless the audit finds there has been a five percent (5%) or higher net error or variance in calculations. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past six (6) months. If, as a result of the audit, either Party has overstated the PLU or underreported the call detail usage by five percent (5%) or more, that Party shall reimburse the auditing Party for the cost of the audit.
- 6.12.3 AT&T SOUTHEAST REGION 9-STATE Jurisdictional Reporting Process:
- 6.12.3.1 Each Party shall report to the other the projected PIU factors, including but not limited to PIU associated with facilities (PIUE) and Terminating PIU (TPIU) factors. The application of the PIU will determine the respective interstate traffic percentages to be billed at AT&T SOUTHEAST REGION 9-STATE's FCC No. 1 Tariff rates. All jurisdictional report requirements, rules and regulations for IXCs specified in AT&T SOUTHEAST REGION 9-STATE's interstate and/or intrastate access services tariff(s) will apply to CLEC. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local traffic and facilities. The intrastate toll traffic shall be billed at AT&T SOUTHEAST REGION 9-STATE's intrastate access services tariff rates. Each Party shall update its PIUs on the first of January, April, July and October of each year and shall send

it to the other Party to be received no later than thirty (30) calendar days after the first of each such month to be effective the first bill period the following month, respectively, for all services showing the percentages of use for the past three (3) months ending the last day of December, March, June and September. Additional requirements associated with PIU calculations and reporting shall be as set forth in **AT&T SOUTHEAST REGION 9-STATE's** Jurisdictional Factors Reporting Guide.

- 6.12.3.2 Each Party shall report to the other a PLU factor. The application of the PLU will determine the amount of local or ISP-Bound minutes to be billed to the other Party. Each Party shall update its PLU on the first of January, April, July and October of each year and shall send it to the other Party to be received no later than thirty (30) calendar days after the first of each such month to be effective the first bill period the following month, respectively, based on local and ISP-Bound usage for the past three (3) months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in **AT&T SOUTHEAST REGION 9-STATE's** Jurisdictional Factors Reporting Guide.
- 6.12.3.3 Each Party shall report to the other a PLF factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to multiplexing, local channel and interoffice channel switched dedicated transport utilized in the provision of Local Interconnection Trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) calendar days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLF calculation and reporting shall be as set forth in **AT&T SOUTHEAST REGION 9-STATE's** Jurisdictional Factors Reporting Guide.
- 6.12.3.4 Notwithstanding the provisions in Section 6.12.3.1 above, Section 6.12.3.2 above and Section 6.12.3.3 above where **AT&T SOUTHEAST REGION 9-STATE** has message Recording technology that identifies the jurisdiction of traffic terminated to **AT&T SOUTHEAST REGION 9-STATE**, such information shall, at **AT&T SOUTHEAST REGION 9-STATE's** option, be utilized to determine the appropriate jurisdictional reporting factors (i.e., PLU, PIU, and/or PLF), in lieu of those provided by CLEC. In the event that **AT&T SOUTHEAST REGION 9-STATE** opts to utilize its own data to determine jurisdictional reporting factors, **AT&T SOUTHEAST REGION 9-STATE** shall notify CLEC at least fifteen (15) calendar days prior to the beginning of the calendar quarter in which **AT&T SOUTHEAST REGION 9-STATE** will begin to utilize its own data.
- 6.12.3.5 On thirty (30) calendar days written Notice, CLEC must provide **AT&T SOUTHEAST REGION 9-STATE** the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. CLEC shall retain Records of call detail for a minimum of nine (9) months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours at an office designated by CLEC. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by an independent auditor chosen by **AT&T SOUTHEAST REGION 9-STATE**. The audited factor (PLF, PLU and/or PIU) shall be adjusted based upon the audit results and shall apply to the usage for the audited period through the time period when the audit is completed, to the usage for the quarter prior to the audit period, and to the usage for the two (2) quarters following the completion of the audit. If, as a result of an audit, CLEC is found to have overstated the PLF, PLU and/or PIU by five percentage points (5%) or more, CLEC shall reimburse **AT&T SOUTHEAST REGION 9-STATE** for the cost of the audit.

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- 6.12.4 In states in which **AT&T-22STATE** has offered to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order, ISP-Bound Traffic will be calculated using the 3:1 Presumption as set forth in Section 6.3.5 above of this Attachment.
- 6.12.5 The measurement of MOUs over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
- 6.12.6 All ISP-Bound Traffic for a given usage month shall be due and owing at the same time as payments for Section 251(b)(5) Traffic under this Attachment. The Parties agree that all terms and conditions regarding disputed MOUs, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP-Bound Traffic the same as for Section 251(b)(5) Traffic under this Attachment.
- 6.12.7 For billing disputes arising from Intercarrier Compensation charges, the Party challenging the disputed amounts (the "Non-Paying Party") may withhold payment for the amounts in dispute (the "Disputed Amounts") from the Party rendering the bill (the "Billing Party") only for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Late payment charges and interest will continue to accrue on the Disputed Amounts while the dispute remains pending. The Non-Paying Party need not pay late payment charges or interest on the Disputed Amounts for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Upon resolution of the dispute pertaining to the Disputed Amounts in accordance with the dispute resolution provisions of the General Terms and Conditions: (1) the Non-Paying Party will remit the appropriate Disputed Amounts to the Billing Party, together with all related interest and late payment charges, to the Billing Party within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Billing Party; and/or (2) the Billing Party will render all appropriate credits and adjustments to the Non-Paying Party for the Disputed Amounts, together with all appropriate interest and late payment charges, within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Non-Paying Party.
- 6.12.8 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) calendar days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no less than three (3) and no more than twelve (12) consecutive months of prior usage data.
- 6.13 Reservation of Rights and Specific Intervening Law Terms
- 6.13.1 In the event the pricing scheme in the FCC's Interim ISP Compensation Order (defined in Section 6.3 above of this Attachment) is modified, eliminated or replaced, then the Parties agree to negotiate an appropriate amendment to conform to such change in accordance with the Intervening Law provisions of this Agreement and such new or changed provisions will apply on a prospective basis, beginning with the effective date of the new order, unless a determination is made as to retroactive application in the decision rendering such modification, elimination or replacement, in which instance, the new or changed provisions will apply retroactively as set forth in the new order. Either Party may begin billing the other Party according to the terms of the new order, beginning sixty (60) calendar days after delivering a request to negotiate the change. True-up of any retroactive application, for either the amendment negotiation period and/or for the retroactive application period provided in the order, shall occur within one hundred and twenty (120) calendar days of the effective date of the order, or be subject to dispute under the General Terms and Conditions of this Agreement.
- 6.14 Switched Access Traffic
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- 6.14.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an End User physically located in one (1) local exchange and delivered for termination to an End User physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in AT&T-22STATE's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the End User's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges not to exceed AT&T's access tariff rates; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:
- 6.14.1.1 IntraLATA Toll Traffic or Optional EAS Traffic from a CLEC End User that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider,
 - 6.14.1.2 IntraLATA Toll Traffic or Optional EAS Traffic from an AT&T-22STATE End User that obtains local dial tone from AT&T-22STATE where AT&T-22STATE is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider;
 - 6.14.1.3 Switched Access Traffic delivered to AT&T-22STATE from an IXC where the terminating number is ported to another CLEC and the IXC fails to perform the LNP query; and/or
 - 6.14.1.4 Switched Access Traffic delivered to either Party from a Third Party CLEC over Local Interconnection Trunk Groups destined to the other Party.
- 6.15 Notwithstanding anything to the contrary in this Agreement, each Party reserves its rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361(Released April 21, 2004).
- 6.15.1 In the limited circumstances in which a Third Party CLEC delivers Switched Access Traffic as described in Section 6.14.1.4 above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, and unless the traffic was delivered over Local Interconnection Trunk Groups pursuant to an agreement filed with, and approved by, the Commission, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the Notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 6.14.1.4 above from the Local Interconnection Trunk Groups within sixty (60) calendar days of receipt of Notice from the other Party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the Third Party CLEC delivering such traffic to the extent it is not blocked.
- 6.16 Alternate Tandem Provider
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- 6.16.1 An Alternate Tandem Provider shall mean a Telecommunications Carrier, with no End Users, that provides Tandem Switching services to CLEC with whom it is directly interconnected for the purpose of delivering Third Party Originating Carrier traffic via direct interconnection arrangements with AT&T-22STATE to:
- 6.16.1.1 AT&T-22STATE's End User;
 - 6.16.1.2 to an End User of a Third Party Terminating Carrier that utilizes local switching from AT&T-12STATE purchased on a wholesale basis to provide service to its End Users; and/or
 - 6.16.1.3 a Third Party Terminating Carrier's End User.
- 6.16.2 Third Party Originating Carrier shall mean a CLEC, ILEC, CMRS provider and/or OE-LEC that sends traffic originated by its End Users to an Alternate Tandem Provider.
- 6.16.3 Third Party Terminating Carrier shall mean a CLEC, ILEC, CMRS provider, OE-LEC, AT&T-22STATE as the ILEC or a Carrier that utilizes local switching from AT&T-12STATE purchased on a wholesale basis to provide service to its End Users, to which traffic is terminated when CLEC uses an Alternate Tandem Provider.
- 6.16.4 When Alternate Tandem Provider sends Traffic originated by the End Users of CLEC functioning as the Third Party Originating Carrier to an End User of AT&T-22STATE who is functioning as the Third Party Terminating Carrier, CLEC is responsible for all MOUs billed by AT&T-22STATE for the termination of such traffic.

7.0 **Recording**

7.1 Responsibilities of the Parties

- 7.1.1 AT&T-22STATE will record all IXC transported messages for CLEC carried over all Feature Group Switched Access Services that are available to AT&T-22STATE provided Recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by AT&T-22STATE -provided equipment or operators) will not be recorded. The Recording equipment will be provided at locations selected by AT&T-22STATE.
- 7.1.2 AT&T-22STATE will perform Assembly and Editing, Message Processing and provision of applicable AUR detail for IXC transported messages if the messages are recorded by AT&T-22STATE.
- 7.1.3 AT&T-22STATE will provide AURs that are generated by AT&T-22STATE.
- 7.1.4 Assembly and Editing will be performed on all IXC transported messages recorded by AT&T-22STATE.
- 7.1.5 Standard EMI Record formats for the provision of Billable Message detail and AUR detail will be established by AT&T-22STATE and provided to CLEC.
- 7.1.6 Recorded Billable Message detail and AUR detail will not be sorted to furnish detail by specific End Users, by specific groups of End Users, by office, by feature group or by location.
- 7.1.7 AT&T-22STATE will provide message detail to CLEC in data files, (a File Transfer Protocol or Connect:Direct "NDM"), or any other mutually agreed upon process to receive and deliver messages using software and hardware acceptable to both Parties. In order for the CLEC to receive End User billable Records, the CLEC may be required to obtain CMDS Hosting service from AT&T or another CMDS Hosting service provider.
- 7.1.8 CLEC will identify separately the location where the Data Transmissions should be sent (as applicable) and the number of times each month the information should be provided. AT&T-22STATE reserves the right to

limit the frequency of transmission to existing AT&T-22STATE processing and work schedules, holidays, etc.

7.2 AT&T-22STATE will determine the number of data files required to provide the AUR detail to CLEC.

7.2.1 Recorded Billable Message detail and/or AUR detail previously provided CLEC and lost or destroyed through no fault of AT&T-22STATE will not be recovered and made available to CLEC except on an individual case basis at a cost determined by AT&T-22STATE.

7.2.2 When AT&T-22STATE receives rated Billable Messages from an IXC or another LEC that are to be billed by CLEC, AT&T-22STATE may forward those messages to CLEC.

7.2.3 AT&T-22STATE will record the applicable detail necessary to generate AURs and forward them to CLEC for its use in billing access to the IXC.

7.2.4 When CLEC is the Recording Company, the CLEC agrees to provide its recorded Billable Messages detail and AUR detail data to AT&T-22STATE under the same terms and conditions of this Section.

7.3 Basis of Compensation

7.3.1 AT&T-22STATE as the Recording Company, agrees to provide recording, Assembly and Editing, Message Processing and Provision of Message Detail for AURs ordered/required by the CLEC in accordance with this Section on a reciprocal, no-charge basis. CLEC, as the Recording Company, agrees to provide any and all AURs required by AT&T-22STATE on a reciprocal, no-charge basis. The Parties agree that this mutual exchange of Records at no charge to either Party shall otherwise be conducted according to the guidelines and specifications contained in the MECAB document.

7.4 Limitation of Liability

7.4.1 Except as otherwise provided herein, Limitation of Liability will be governed by the General Terms and Conditions of this Agreement.

7.4.2 Except as otherwise provided herein, neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A Party shall not be liable for its inability to meet the terms of this Agreement where such inability is caused by failure of the first Party to comply with the obligations stated herein. Each Party is obliged to use its best efforts to mitigate damages.

7.4.3 When either Party is notified that, due to error or omission, incomplete data has been provided to the non-Recording Company, each Party will make reasonable efforts to locate and/or recover the data and provide it to the non-Recording Company at no additional charge. Such requests to recover the data must be made within sixty (60) calendar days from the date the details initially were made available to the non-Recording Company. If written notification is not received within sixty (60) calendar days, the Recording Company shall have no further obligation to recover the data and shall have no further liability to the non-Recording Company.

7.4.4 If, despite timely notification by the non-Recording Company, message detail is lost and unrecoverable as a direct result of the Recording Company having lost or damaged tapes or incurred system outages while performing recording, Assembly and Editing, rating, Message Processing, and/or transmission of message detail, both Parties will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, the Recording Company's liability shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail.

7.4.5 Each Party will not be liable for any costs incurred by the other Party when transmitting data files via data lines and a transmission failure results in the non-receipt of data.



ATTACHMENT 03 - STRUCTURE ACCESS



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1.0 Introduction

- 1.1 This Attachment 03 - Structure Access (here-on referred to as "Appendix") sets forth the terms and conditions for Right(s) of Way (ROW), Conduits and Poles provided by AT&T-22STATE and CLEC.

2.0 Definitions

- 2.1 "Anchor" means a device, structure, or assembly which stabilizes a Pole and holds it in place. An Anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire, which, in turn, is attached to the Pole. The term Anchor does not include the guy strand which connects the Anchor to the Pole and includes only those Anchors which are owned by AT&T-22STATE, as distinguished from Anchors which are owned and controlled by other persons or entities.
- 2.2 "Anchor/Guy Strand" means supporting wires, typically stranded together, or other devices attached to a Pole and connecting that Pole to an Anchor or to another Pole for the purpose of increasing Pole stability. The term Anchor/Guy Strand includes, but is not limited to, strands sometimes referred to as Anchor strands, down guys, guy strands, and Pole-to-Pole guys.
- 2.3 "Application" means the process of requesting information related to records, Pole and/or Conduit availability, or make-ready requirements for AT&T-22STATE-owned or controlled Facilities. Each Application is limited in size to a maximum of 1) 100 consecutive Poles or 2) 10 consecutive Manhole sections or 5000 feet, whichever is greater. The Application includes (but is not limited to) request for records, records investigation and/or a field investigation, and Make-Ready Work.
- 2.4 "Assigned" when used with respect to Conduit or Duct space or Poles, means any space in such Conduit or Duct or on such Pole that is occupied by a Telecommunications Service provider or a municipal or other governmental authority. To ensure the judicious use of Poles and Conduits, space Assigned to a Telecommunications Service provider must be physically occupied by the service provider, be it AT&T-22STATE or a new entrant, within twelve (12) months of the space being Assigned.
- 2.5 "Attaching Party" means any Party wishing to make a physical Facility Attachment on or in any AT&T structure.
- 2.6 "Attachment" as used herein means the physical connection to AT&T-22STATE's ROW and all associated Structure Access connectivity.
- 2.7 "Available" when used with respect to Conduit or Duct space or Poles, means any usable space in such Conduit or Duct or on such Pole not assigned to a specific provider at the applicable time.
- 2.8 "Conduit" means a structure containing one or more Ducts, usually placed in the ground, in which cables or wires may be installed.
- 2.9 "Conduit Occupancy" means the presence of wire, cable, optical conductors, or other Facilities within any portion of AT&T-22STATE's Conduit System.
- 2.10 "Conduit System" means any combination of Ducts, Conduits, Manholes, and Handholes joined to form an integrated whole. In this Appendix, the term refers to Conduit Systems owned or controlled by AT&T-22STATE.
- 2.11 "Cost" means the charges made by AT&T-22STATE to CLEC for specific work performed, and shall be (a) the actual charges made by subcontractors to AT&T-22STATE for work and/or, (b) if the work was performed by AT&T-22STATE employees, it shall be calculated on an individual case basis, based on the estimated amount of work to be performed.
- 2.12 "Duct" means a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other Facilities. As used in this Appendix, the term Duct includes Inner-Ducts created by subdividing a Duct into smaller channels.

- 2.13 "Facilities" refer to any property or equipment used in the provision of Telecommunications Services.
- 2.14 "Handholes" means an enclosure, usually below ground level, used for the purpose of installing, operating, and maintaining facilities in a Conduit. A Handhole is too small to permit personnel to physically enter.
- 2.15 "Inner-Duct" means a pathway created by subdividing a Duct into smaller channels.
- 2.16 "Joint User" means a public utility (as a business organization, like an electric company, performing a public service and subject to special governmental regulation) which has entered into an Agreement with AT&T-22STATE providing reciprocal rights of attachment of Facilities owned by each Party to the Poles, Ducts, Conduits and ROW owned by the other Party.
- 2.17 "Joint Use Pole" means a pole not owned by AT&T-22STATE, but upon which AT&T-22STATE maintains its Facilities.
- 2.18 "Lashing" means an Attachment of a Sheath or Inner-Duct to a supporting strand.
- 2.19 "License" means any License issued pursuant to this Appendix and may, if the context requires, refer to Conduit Occupancy or Pole Attachment Licenses issued by AT&T-22STATE.
- 2.20 "Make-Ready Work" means all work performed or to be performed to prepare AT&T-22STATE's Conduit Systems, Poles or Anchors and related Facilities for the requested occupancy or attachment of CLEC's Facilities. Make-Ready Work includes, but is not limited to, clearing obstructions (e.g., by rodding Ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing Facilities on a Pole or in a Conduit System where such work is required solely to accommodate CLEC's Facilities and not to meet AT&T-22STATE's business needs or convenience. Make-Ready Work may require "dig ups" of existing Facilities and may include the repair, enlargement or modification of AT&T-22STATE's Facilities (including, but not limited to, Conduits, Ducts, Handholes and Manholes) or the performance of other work required to make a Pole, Anchor, Conduit or Duct usable for the initial placement of CLEC's Facilities.
- 2.21 "Manhole" means an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron or concrete Manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining Facilities in a Conduit.
- 2.22 "Occupancy" means the physical presence of Telecommunication Facilities in a Duct, on a Pole, or within a ROW.
- 2.23 "Overlashing" involves an attacher tying communication conductors to existing, supportive strands of cable on poles, which enables attachers to replace deteriorated cables or expand the capacity of existing facilities while reducing construction disruption and associated expense.
- 2.24 "Pole" means both utility Poles and Anchors but only to those utility Poles and Anchors owned or controlled by AT&T-22STATE, and does not include utility Poles or Anchors with respect to which AT&T-22STATE has no legal authority to permit attachments by other persons or entities.
- 2.25 "Pole Attachment Act" and "Pole Attachment Act of 1978" means those provisions of the Act, as amended, now codified as 47 U.S.C. § 224.
- 2.26 "Pre-License Survey" means all work and activities performed or to be performed to determine whether there is adequate capacity on a Pole or in a Conduit or Conduit System (including Manholes and Handholes) to accommodate CLEC's Facilities and to determine what Make-Ready Work, if any, is required to prepare the Pole, Conduit or Conduit System to accommodate CLEC's Facilities.
- 2.27 "Right(s) of Way (ROW)" means the right to use the land or other property of another party to place Poles, Conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW

may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.

- 2.28 "Sheath" or "Sheathing" means an outer covering containing communications wires, fibers, or other communications media.
- 2.29 "Spare Capacity" means any Poles, Conduit, Duct or Inner-Duct not currently assigned or subject to a pending Application for Attachment/Occupancy. Spare Capacity does not include an Inner-Duct (not to exceed one Inner-Duct per party) reserved by AT&T-22STATE, CLEC, or a Third Party for maintenance, repair, or emergency restoration.

3.0 General Provisions

3.1 Undertaking of AT&T-22STATE:

- 3.1.1 AT&T-22STATE shall provide CLEC with equal and nondiscriminatory access to Pole space, Conduits, Ducts, and ROW on terms and conditions equal to those provided by AT&T-22STATE to itself or to any other Telecommunications Service provider. Further, AT&T-22STATE shall not withhold or delay assignment of such Facilities to CLEC because of the potential or forecasted needs of itself or Third Parties.

3.2 Attachments and Occupancies Authorized by this Appendix:

- 3.2.1 AT&T-22STATE shall issue one or more Licenses to CLEC authorizing CLEC to attach Facilities to AT&T-22STATE's owned or controlled Poles and to place Facilities within AT&T-22STATE's owned or controlled Conduits, Ducts or ROW under the terms and conditions set forth in this Appendix and the Act.
- 3.2.2 Unless otherwise provided herein, authority to attach Facilities to AT&T-22STATE's owned or controlled Poles, to place Facilities within AT&T-22STATE's owned or controlled Conduits, Ducts or ROW shall be granted only in individual Licenses granted under this Appendix and the placement or use of such Facilities shall be determined in accordance with such Licenses and procedures established in this Appendix.
- 3.2.3 CLEC agrees that its attachment of Facilities to AT&T-22STATE's owned or controlled Poles, occupancy of AT&T-22STATE's owned or controlled Conduits, Ducts or ROW shall take place pursuant to the licensing procedures set forth herein, and AT&T-22STATE agrees that it shall not unreasonably withhold or delay issuance of such Licenses.
- 3.2.4 CLEC may not sublease or otherwise authorize any Third Party to use any part of the AT&T-22STATE Facilities licensed to CLEC under this Appendix, except that CLEC may lease its own Facilities to Third Parties, or allow Affiliates to over lash cables to CLEC cables. Notwithstanding the above, upon Notice to AT&T-22STATE, CLEC may permit Third Parties who have an Agreement with AT&T-22STATE to over lash to existing CLEC attachments in accordance with the terms and conditions of such Third Party's Agreement with AT&T-22STATE.
- 3.2.5 Attaching Party warrants that any overlashing the Attaching Party conducts or permits (via a third party or contractor) shall meet the following requirements: (1) the overlashing complies with the NESC and any other industry standards; (2) the Attaching Party has computed the pole loading with the additional overlash facility, and the pole will not be overloaded with the addition of the overlash facility; (3) the Attaching Party has determined that no make ready is necessary to accommodate the overlash facility, or will insure that any make-ready necessary will be conducted before the overlashing occurs. Attaching Party agrees to indemnify AT&T-22STATE should any of the warranties be breached.

3.3 Licenses:

- 3.3.1 Subject to the terms and conditions set forth in this Appendix, AT&T-22STATE shall issue to CLEC one or more Licenses per state authorizing CLEC to place or attach Facilities in or to specified Poles, Conduits, Ducts or ROW owned or controlled by AT&T-22STATE located within the state on a "first-come, first-served" basis. AT&T-22STATE may deny a License Application if AT&T-22STATE determines that the Pole, Conduit or Duct space specifically requested by CLEC is necessary to meet AT&T-22STATE's present needs, or is Licensed by AT&T-22STATE to another CLEC, or is otherwise unavailable based on engineering concerns. AT&T-22STATE shall provide written Notice to CLEC within a reasonable time specifying in detail the reasons for denying CLEC's request. AT&T-22STATE shall have the right to designate the particular Duct(s) to be occupied, the location and manner in which CLEC's Facilities will enter and exit AT&T-22STATE's Conduit System and the specific location and manner of installation for any associated equipment which is permitted by AT&T-22STATE to occupy the Conduit System.
- 3.4 Access and Use of ROW:
- 3.4.1 AT&T-22STATE acknowledges that it is required by the Act to afford CLEC access to and use of all associated ROW to any sites where AT&T-22STATE's owned or controlled Poles, Manholes, Conduits, Ducts or other parts of AT&T-22STATE's owned or controlled Conduit Systems are located.
- 3.4.2 AT&T-22STATE shall provide CLEC with access to and use of such ROW to the same extent and for the same purposes that AT&T-22STATE may access or use such ROW, including but not limited to access for ingress, egress or other access and to construct, utilize, maintain, modify, and remove Facilities for which Pole attachment, Conduit Occupancy, or ROW use Licenses have been issued, provided that any Agreement with a Third Party under which AT&T-22STATE holds such rights expressly or impliedly grants AT&T-22STATE the right to provide such rights to others.
- 3.4.3 Where AT&T-22STATE notifies CLEC that AT&T-22STATE's Agreement with a Third Party does not expressly or impliedly grant AT&T-22STATE the ability to provide such access and use rights to others, upon CLEC's request, AT&T-22STATE will use its best efforts to obtain the owner's consent and to otherwise secure such rights for CLEC. CLEC agrees to reimburse AT&T-22STATE for the reasonable and demonstrable Costs incurred by AT&T-22STATE in obtaining such rights for CLEC.
- 3.4.4 In cases where a Third Party Agreement does not grant AT&T-22STATE the right to provide access and use rights to others as contemplated in Section 3.4.2 above and AT&T-22STATE, despite its best efforts, is unable to secure such access and use rights for CLEC in accordance with Section 3.4.3 above, or, in the case where CLEC elects not to invoke its rights under Section 3.4.2 above or Section 3.4.3 above, CLEC shall be responsible for obtaining such permission to access and use such ROW. AT&T-22STATE shall cooperate with CLEC in obtaining such permission and shall not prevent or delay any Third Party assignment of ROWs to CLEC.
- 3.4.5 Where AT&T-22STATE has any ownership or ROW to buildings or building complexes, or within buildings or building complexes, AT&T-22STATE shall offer to CLEC through a License or other attachment:
- 3.4.5.1 The right to use any available space owned or controlled by AT&T-22STATE in the building or building complex to install CLEC equipment and Facilities; and
- 3.4.5.2 Ingress and egress to such space.
- 3.4.6 Except to the extent necessary to meet the requirements of the Act, neither this Appendix nor any License granted hereunder shall constitute a conveyance or assignment of any of either Party's rights to use any public or private ROW, and nothing contained in this Appendix or in any License granted hereunder shall be construed as conferring on one Party any right to interfere with the other Party's access to any such public or private ROW.

3.5 No Effect on AT&T-22STATE's Right to Convey Property:

3.5.1 Nothing contained in this Appendix or in any License issued hereunder shall in any way affect the right of AT&T-22STATE to convey to any other person or entity any interest in real or personal property, including any Poles, Conduit or Ducts to or in which CLEC has attached or placed Facilities pursuant to Licenses issued under this Appendix provided however that AT&T-22STATE shall give CLEC reasonable advance written Notice of such intent to convey.

3.5.2 Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to CLEC. AT&T-22STATE shall have the right to grant, renew and extend rights and privileges to others not Parties to this Agreement, by contract or otherwise, to use any Pole, Anchor, or Conduit System covered by this Appendix and CLEC's rights hereunder.

3.6 No Effect on AT&T-22STATE's Rights to Manage its Own Facilities:

3.6.1 This Appendix shall not be construed as limiting or interfering with AT&T-22STATE's rights set forth below, except to the extent expressly provided by the provisions of this Appendix or Licenses issued hereunder or by the Act or other applicable laws, rules or regulations:

3.6.1.1 To locate, relocate, move, replace, modify, maintain, and operate AT&T-22STATE's own Facilities within AT&T-22STATE's Conduits, Ducts or ROW or any of AT&T-22STATE's Facilities attached to AT&T-22STATE's Poles at any time and in any reasonable manner which AT&T-22STATE deems appropriate to serve its End Users, avail itself of new business opportunities, or otherwise meet its business needs; or

3.6.1.2 enter into new agreements or arrangements with other persons or entities permitting them to attach or place their Facilities to or in AT&T-22STATE's Poles, Conduits or Ducts; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new Attachments or arrangements shall not substantially interfere with CLEC's Pole Attachment, Conduit Occupancy or ROW use rights provided by Licenses issued pursuant to this Appendix.

3.7 No Effect on CLEC's Rights to Manage its Own Facilities:

3.7.1 This Appendix shall not be construed as limiting or interfering with CLEC's rights set forth below, except to the extent expressly provided by the provisions of this Appendix or Licenses issued hereunder or by the Act or other applicable laws, rules or regulations:

3.7.1.1 To locate, relocate, move, replace, modify, maintain, and operate its own Facilities within AT&T-22STATE's Conduits, Ducts or ROW or its Facilities attached to AT&T-22STATE's Poles at any time and in any reasonable manner which CLEC deems appropriate to serve its End Users, avail itself of new business opportunities, or otherwise meet its business needs; or

3.7.1.2 To enter into new agreements or arrangements with other persons or entities permitting CLEC to attach or place its Facilities to or in such other persons' or entities' Poles, Conduits or Ducts, or ROW; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new Attachments or arrangements shall not conflict with CLEC's obligations under Licenses issued pursuant to this Appendix.

3.8 No Right to Interfere with Facilities of Others:

- 3.8.1 The provisions of this Appendix or any License issued hereunder shall not be construed as authorizing either Party to this Appendix to rearrange or interfere in any way with any of the other Party's Facilities, with the Facilities of other persons or entities, or with the use of or access to such Facilities by such other party or such other persons or entities, except to the extent expressly provided by the provisions of this Appendix or any License issued hereunder or by the Act or other applicable laws, rules or regulations.
- 3.8.2 CLEC acknowledges that the Facilities of persons or entities other than **AT&T-22STATE** and CLEC may be attached to or occupy **AT&T-22STATE**'s Poles, Conduits, Ducts and ROW.
- 3.8.3 **AT&T-22STATE** shall not attach, or give permission to any Third Parties to attach Facilities to, existing CLEC Facilities without CLEC's prior written consent. If **AT&T-22STATE** becomes aware of any such unauthorized attachment to CLEC Facilities, **AT&T-22STATE** shall use its best efforts to rectify the situation as soon as practicable.
- 3.8.4 With respect to Facilities occupied by CLEC or the subject of an Application for attachment by CLEC, **AT&T-22STATE** will give to CLEC sixty (60) calendar days written Notice for Conduit extensions or reinforcements, sixty (60) calendar days written Notice for Pole line extensions, sixty (60) calendar days written Notice for Pole replacements, and sixty (60) calendar days written Notice of **AT&T-22STATE**'s intention to construct, reconstruct, expand or place such Facilities or of **AT&T-22STATE**'s intention not to maintain or use any existing Facility.
- 3.8.4.1 Where **AT&T-22STATE** elects to abandon or remove **AT&T-22STATE** Facilities, the Facilities will be offered to existing occupants on a first-in, first-right to maintain basis. The first existing occupant electing to exercise this option will be required to execute the appropriate Agreement with **AT&T-22STATE** to transfer (purchase Attachment) ownership from **AT&T-22STATE** to that existing occupant, subject to then-existing licenses pertaining to such Facilities. If none of the existing occupants elect to maintain such Facilities, all occupants will be required to remove their existing Facilities within ninety (90) calendar days of written Notice from **AT&T-22STATE**.
- 3.8.4.2 If an emergency or provisions of an applicable joint use Agreement require **AT&T-22STATE** to construct, reconstruct, expand or replace Poles, Conduits or Ducts occupied by CLEC or the subject of an Application for Attachment by CLEC, **AT&T-22STATE** will notify CLEC as soon as reasonably practicable of such proposed construction, reconstruction, expansion or replacement to enable CLEC, if it so desires, to request that a Pole, Conduit or Duct of greater height or capacity be utilized to accommodate an anticipated Facility need of CLEC.
- 3.8.5 Upon request and at CLEC's expense, **AT&T-22STATE** shall remove any retired cable from Conduit Systems to allow for the efficient use of Conduit space within a reasonable period of time. **AT&T-22STATE** retains salvage rights on any cable removed. In order to safeguard its structures and Facilities, **AT&T-22STATE** reserves the right to remove retired cables and is under no obligation to allow CLEC the right to remove such cables. Based on sound engineering judgment, there may be situations where it would neither be feasible nor practical to remove retired cables.
- 3.9 Assignment of Space:
- 3.9.1 Assignment of space on Poles, in Conduits or Ducts and within ROW's will be made pursuant to Licenses granted by **AT&T-22STATE** on an equal basis to **AT&T-22STATE**, CLEC and other Telecommunication Service providers.
- 4.0 Requirements and Specifications**
- 4.1 Industry recognized standards are incorporated below by reference. CLEC agrees that its Facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is

performed) editions of the following publications:

- 4.1.1 The Blue Book Manual of Construction Procedures, Special Report SR TAP 001421, published by Telcordia Technologies, f/k/a Bell Communications Research, Inc. ("BellCore"), and sometimes referred to as the "Blue Book";
 - 4.1.2 The National Electrical Code (NEC); and
 - 4.1.3 The current version of The National Electrical Safety Code (NESC).
- 4.2 Changes in Industry Recognized Standards:
- 4.2.1 CLEC agrees to rearrange its Facilities in accordance with changes in the standards published in the publications specified in Section 4.1 above of this Appendix if required by law to do so or upon the mutual Agreement of the Parties.
- 4.3 Additional Electrical Design Specifications:
- 4.3.1 CLEC agrees that, in addition to specifications and requirements referred to in Section 4.1 above, CLEC's Facilities placed in AT&T-22STATE's Conduit System shall meet all of the following electrical design specifications:
 - 4.3.1.1 No Facility shall be placed in AT&T-22STATE's Conduit System in violation of FCC regulations.
 - 4.3.1.2 CLEC's Facilities placed in AT&T-22STATE's Conduit System shall not be designed to use the earth as the sole conductor for any part of CLEC's circuits.
 - 4.3.1.3 CLEC's Facilities carrying more than 50 volts AC rms (root mean square) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded Sheath or shield.
 - 4.3.1.4 No coaxial cable of CLEC shall occupy a Conduit System containing AT&T-22STATE's cable unless such cable of CLEC meets the voltage limitations of Article 820 of the National Electrical Code referred to in Section 4.1.2 above.
 - 4.3.1.5 CLEC's coaxial cable may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half (1/2) amperes and where such cable has two (2) separate grounded metal Sheaths or shields and a suitable insulating jacket over the outer Sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer Sheath shall not exceed 200 micro-amperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.
 - 4.3.1.6 Neither Party shall circumvent the other Party's corrosion mitigation measures. Each Party's new Facilities shall be compatible with the other Party's Facilities so as not to damage any Facilities of the other Party by corrosion or other chemical reaction.
- 4.4 Additional Physical Design Specifications:
- 4.4.1 CLEC's Facilities placed in AT&T-22STATE's Conduit System must meet all of the following physical design specifications:
 - 4.4.1.1 Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in AT&T-22STATE's Conduit or Ducts.
 - 4.4.1.2 The integrity of AT&T-22STATE's Conduit System and overall safety of AT&T-22STATE's personnel and other personnel working in AT&T-22STATE's Conduit System requires that "dielectric cable" be placed when CLEC's cable Facility utilizes an alternative Duct or route that

is shared in the same trench by any current carrying Facility of a power utility.

- 4.4.1.3 New construction splices in CLEC's fiber optic and twisted pair cables shall be located in Manholes, pull boxes or Handholes.

4.5 Additional Specifications Applicable to Connections:

- 4.5.1 The following specifications apply to connections of CLEC's Conduit to AT&T-22STATE's Conduit System:

4.5.1.1 CLEC will be permitted to connect its Conduit or Duct only at an AT&T-22STATE Manhole. No attachment will be made by entering or breaking into Conduit between Manholes. All necessary work to install CLEC Facilities will be performed by CLEC or its contractor at CLEC's expense. In no event shall CLEC or its contractor "core bore" or make any other modification to AT&T-22STATE Manhole(s) without the prior written approval of AT&T-22STATE, which approval will not be unreasonably delayed or withheld.

4.5.1.2 If CLEC constructs or utilizes a Duct connected to AT&T-22STATE's Manhole, the Duct and all connections between that Duct and AT&T-22STATE's Manhole shall be sealed, to the extent practicable, to prevent the entry of gases or liquids into AT&T-22STATE's Conduit System. If CLEC's Duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into AT&T-22STATE's Conduit System.

4.6 Requirements Relating to Personnel, Equipment, Material, and Construction Procedures Generally:

4.6.1 Duct clearing, rodding or modifications required to grant CLEC access to AT&T-22STATE's Conduit Systems may be performed by AT&T-22STATE at CLEC's expense at charges which represent AT&T-22STATE's actual Costs. Alternatively (at CLEC's option) such work may be performed by a contractor who demonstrates compliance with AT&T-22STATE certification requirements, which certification requirements shall be consistent with F.C.C. rules. The Parties acknowledge that CLEC, its contractors, and other persons acting on CLEC's behalf will perform work for CLEC (e.g., splicing CLEC's Facilities) within AT&T-22STATE's Conduit System. CLEC represents and warrants that neither CLEC nor any Person Acting on CLEC's behalf shall permit any person to climb or work on or in any of AT&T-22STATE's Poles or to enter AT&T-22STATE's Manholes or work within AT&T-22STATE's Conduit System unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to Pole or the Conduit Systems and to perform the work safely.

4.6.2 CLEC's Facilities within AT&T-22STATE's Conduit System shall be constructed, placed, rearranged, modified, and removed upon receipt of License specified in Section 6.1. However, no such License will be required for the inspection, maintenance, repair or non-physical modifications of CLEC's Facilities.

4.6.3 Rodding or clearing of Ducts in AT&T-22STATE's Conduit System shall be done only when specific authorization for such work has been obtained in advance from AT&T-22STATE, which authorization shall not be unreasonably delayed or withheld by AT&T-22STATE. The Parties agree that such rodding or clearing shall be performed according to existing industry standards and practices. CLEC may contract with AT&T-22STATE for performance of such work or (at CLEC's option) with a contractor who demonstrates compliance with AT&T-22STATE certification requirements.

4.6.4 Personnel performing work on AT&T-22STATE's or CLEC's behalf in AT&T-22STATE's Conduit System shall not climb on, step on, or otherwise disturb the other Party's or any Third Party's cables, air pipes, equipment, or other Facilities located in any Manhole or other part of AT&T-22STATE's Conduit System.

- 4.6.5 Personnel performing work on AT&T-22STATE's or CLEC's behalf within AT&T-22STATE's Conduit System (including any Manhole) shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable Sheathing and other materials brought by them to the work site.
- 4.6.6 All of CLEC's Facilities shall be firmly secured and supported in accordance with Telcordia and industry standards as referred to in Section 4.1 above.
- 4.6.7 Identification of Facilities in Conduit/Manholes:
- 4.6.7.1 CLEC's Facilities shall be plainly identified with CLEC's name in each Manhole with a firmly affixed permanent tag that meets standards set by AT&T-22STATE for its own Facilities.
- 4.6.8 Identification of Pole Attachments.
- 4.6.8.1 CLEC's Facilities attached to AT&T-22STATE Poles shall be plainly identified with CLEC's name firmly affixed at each Pole by a permanent tag that meets industry standards as referred to in Section 4.1 above.
- 4.6.9 Manhole pumping and purging required in order to allow CLEC's work operations to proceed shall be performed by a vendor approved by AT&T-22STATE in compliance with AT&T-22STATE Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures", and any amendments, revisions or supplements thereto and in compliance with all regulations and standards established by the United States Environmental Protection Agency and by any applicable state or local environmental regulators.
- 4.6.10 Planks or other types of platforms shall not be installed using cables, pipes or other equipment as a means of support. Platforms shall be supported only by cable racks.
- 4.6.11 Any leak detection liquid or device used by CLEC or personnel performing work on CLEC's Facilities within AT&T-22STATE's Conduit System shall be of a type approved by AT&T-22STATE or Telcordia as referenced in Section 4.1 above.
- 4.6.12 When CLEC or personnel performing work on CLEC's behalf are working within or in the vicinity of any part of AT&T-22STATE's Poles or Conduit System which is located within, under, over, or adjacent to streets, highways, alleys or other traveled ROW, CLEC and all personnel performing work on CLEC's behalf shall follow procedures which CLEC deems appropriate for the protection of persons and property. CLEC shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. CLEC will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger. AT&T-22STATE shall have no responsibility for the safety of personnel performing work on CLEC's behalf, for the safety of bystanders, and for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes. AT&T-22STATE reserves the right to suspend CLEC's activities on, in or in the vicinity of AT&T-22STATE's Poles or Conduit System if, in AT&T-22STATE's reasonable judgment, any hazardous condition arises due to the activity (including both acts and omissions) of CLEC or any personnel performing work on CLEC's behalf, which suspension shall cease when the condition has been rectified.
- 4.6.13 Except for protective screens, no temporary cover shall be placed by CLEC or personnel performing work on CLEC's behalf over an open Manhole unless it is at least four (4) feet above the surface level of the Manhole opening.

- 4.6.14 Smoking or the use of any open flame is prohibited in AT&T-22STATE's Manholes, in any other portion of AT&T-22STATE's Conduit System, or within ten (10) feet of any open Manhole entrance; provided that this provision will not prohibit the use of spark producing tools such as electric drills, fusion splicers, etc.
 - 4.6.15 Artificial lighting, when required, will be provided by CLEC. Only explosion proof lighting fixtures shall be used.
 - 4.6.16 Neither CLEC nor personnel performing work on CLEC's behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in AT&T-22STATE's Conduit System (including any Manhole) during work operations performed within or in the vicinity of AT&T-22STATE's Conduit System.
 - 4.6.17 CLEC will abide by any laws, regulations or ordinances regarding the use of spark producing tools, equipment or devices in AT&T-22STATE's Manholes, in any other portions of AT&T-22STATE's Conduit System, or within ten (10) feet of any open Manhole opening. This includes, but is not limited to, such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like.
- 4.7 Opening of Manholes:
- 4.7.1 The following requirements apply to the opening of AT&T-22STATE's Manholes and the authority of AT&T-22STATE personnel present when work on CLEC's behalf is being performed within or in the vicinity of AT&T-22STATE's Conduit System.
 - 4.7.1.1 AT&T-22STATE's Manholes shall be opened only as permitted by AT&T-22STATE's authorized employees or agents, which permission shall not be unreasonably denied or delayed.
 - 4.7.1.2 CLEC shall notify AT&T-22STATE forty-eight (48) hours in advance of any routine work operation requiring entry into any of AT&T-22STATE's Manholes.
 - 4.7.1.3 CLEC shall be responsible for obtaining any necessary authorization from appropriate authorities to open Manholes for Conduit work operations therein.
 - 4.7.1.4 AT&T-22STATE's authorized employee or agent shall not direct or control the conduct of CLEC's work at the work site. The presence of AT&T-22STATE's authorized employee or agent at the work site shall not relieve CLEC or personnel performing work on CLEC's behalf of their responsibility to conduct all work operations within AT&T-22STATE's Conduit System in a safe and workmanlike manner.
 - 4.7.1.5 Although AT&T-22STATE's authorized employee or agent shall not direct or control the conduct of CLEC's work at the work site, AT&T-22STATE's employee or agent shall have the authority to suspend CLEC's work operations within AT&T-22STATE's Conduit System if, in the reasonable discretion of such AT&T-22STATE employee or agent, it appears that any hazardous conditions arise or any unsafe practices are being followed by CLEC or personnel performing work on CLEC's behalf.
- 4.8 Occupational Safety and Health Administration (OSHA) Compliance: Notice to AT&T-22STATE of Unsafe Conditions:
- 4.8.1 CLEC agrees that:
 - 4.8.1.1 Its Facilities shall be constructed, placed, maintained, repaired, and removed in accordance with OSHA's rules and regulations promulgated thereunder.
 - 4.8.1.2 All persons acting on CLEC's behalf, including but not limited to CLEC's employees, agents, contractors, and subcontractors shall, when working on or within AT&T-22STATE's Poles or

Conduit System, comply with OSHA and all rules and regulations thereunder.

4.8.1.3 CLEC shall establish appropriate procedures and controls to assure compliance with all requirements of this Section.

4.8.1.4 CLEC (and any Person Acting on CLEC's Behalf) may report unsafe conditions on, in or in the vicinity of AT&T-22STATE's Poles or Conduit System to AT&T-22STATE.

4.9 Compliance with Environmental Laws and Regulations:

4.9.1 CLEC acknowledges that, from time to time, environmental contaminants may enter AT&T-22STATE's Conduit System and accumulate in Manholes or other Conduit Facilities and that certain Conduits (Transite type) are constructed with asbestos-containing materials. If AT&T-22STATE has knowledge of the presence of such contaminants in a Conduit for which CLEC has applied for or holds a License, AT&T-22STATE will promptly notify CLEC of such fact.

4.10 Notwithstanding any of AT&T-22STATE's notification requirements in this Appendix, CLEC acknowledges that some of AT&T-22STATE's Conduit is fabricated from asbestos-containing materials. Such Conduit is generally marked with a designation of "C Fiber Cement Conduit", "Transite", or "Johns-Manville". Until proven otherwise, CLEC will presume that all Conduit not fabricated of plastic, tile, or wood is asbestos-containing and will handle it pursuant to all applicable regulations relating to worker safety and protection of the environment.

4.11 AT&T-22STATE makes no representations to CLEC or personnel performing work on CLEC's behalf that AT&T-22STATE's Conduit System or any specific portions thereof will be free from environmental contaminants at any particular time. CLEC agrees to comply with the following provisions relating to compliance with environmental laws and regulations:

4.11.1 CLEC's Facilities shall be constructed, placed, maintained, repaired, and removed in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws, including but not limited to the Resource Conservation and Recovery Act (42 U.S.C. §§ 9601 et. seq.), the Toxic Substance Control Act (15 U.S.C. §§ 2601 2629), the Clean Water Act (33 U.S.C. §§ 1251 et. seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f 300j).

4.11.2 All persons acting on CLEC's behalf, including but not limited to CLEC's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of AT&T-22STATE's Poles or Conduit System, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations.

4.11.3 CLEC shall establish appropriate procedures and controls to assure compliance with all requirements of this section. AT&T-22STATE will be afforded a reasonable opportunity to review such procedures and controls and provide comments that will be reasonably considered in advance of their implementation. Review and comment by AT&T-22STATE pursuant to this section will be provided in a timely manner.

- 4.11.4 CLEC and all personnel performing work on CLEC's behalf shall comply with such standards and practices as AT&T-22STATE and CLEC may from time to time mutually agree to adopt to comply with environmental laws and regulations including, without limitation, AT&T-22STATE Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures". Pursuant to this practice, neither CLEC nor AT&T-22STATE nor personnel performing work on either Party's behalf shall discharge water or any other substance from any AT&T-22STATE Manhole or other Conduit Facility onto public or private property, including any storm water drainage system, without first testing such water or substance for contaminants in accordance with mutually agreed standards and practices and determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person. No such waste material shall be deposited on AT&T-22STATE premises for storage or disposal.
- 4.12 Compliance with Other Governmental Requirements:
- 4.12.1 CLEC agrees that its Facilities attached to AT&T-22STATE's Facilities shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter. CLEC shall comply with all statutes, ordinances, rules, regulations and other laws requiring the marking and lighting of aerial wires, cables and other structures to ensure that such wires, cables and structures are not a hazard to aeronautical navigation. CLEC shall establish appropriate procedures and controls to assure such compliance by all persons acting on CLEC's behalf, including but not limited to, CLEC's employees, agents, contractors, and subcontractors.
- 4.13 Differences in Standards or Specifications:
- 4.13.1 To the extent that there may be differences in any applicable standards or specifications referred to in Section 4.0 above, the most stringent standard or specification shall apply.
- 4.14 CLEC Solely Responsible for the Condition of Its Facilities:
- 4.14.1 CLEC shall be responsible at all times for the condition of its Facilities and its compliance with the requirements, specifications, rules, regulations, ordinances, and laws specified above. In this regard, AT&T-22STATE shall have no duty to CLEC to inspect or monitor the condition of CLEC's Facilities (including but not limited to splices and other Facilities connections) located within AT&T-22STATE's Conduit and Ducts or any attachment of CLEC's Facilities to AT&T-22STATE's Poles, Anchors, Anchor/Guy Strands or other Pole Facilities. AT&T-22STATE may, however, conduct such inspections and audits of its Poles and Conduit System as AT&T-22STATE determines reasonable or necessary. Such inspection and audits shall be conducted at AT&T-22STATE's expense with the exception of (1) follow-up inspection to confirm remedial action after an observed CLEC violation of the requirements of this Appendix; and (2) inspection of CLEC Facilities in compliance with a specific mandate of appropriate governmental authority for which inspections the Cost shall be borne by CLEC.
- 4.14.2 Either Party may audit the other Party's compliance with the terms of this Section.
- 4.14.3 Observed safety hazards or imminent Facility failure conditions of another Party shall be reported to the affected Party where such Party can be readily identified.
- 4.15 Efficient use of Conduit:
- 4.15.1 AT&T-22STATE will install Inner-Ducts to increase Duct space in existing Conduit as Facilities permit. The full complement of Inner-Ducts will be installed which can be accommodated under sound engineering principles. The number of Inner-Ducts which can reasonably be installed will be determined by AT&T-22STATE.

5.0 Additional CLEC Responsibilities

5.1 Third Party Property Owners:

5.1.1 Licenses granted under this Section authorize CLEC to place Facilities in, or attach Facilities to, Poles, Conduits and Ducts owned or controlled by AT&T-22STATE but do not affect the rights of landowners to control terms and conditions of access to their property.

5.1.1.1 CLEC agrees that neither CLEC nor any persons acting on CLEC's behalf, including but not limited to CLEC's employees, agents, contractors, and subcontractors, shall engage in any conduct which damages public or private property in the vicinity of AT&T-22STATE's Poles or Conduit System, interferes in any way with the use or enjoyment of public or private property except as expressly permitted by the owner of such property, or creates a hazard or nuisance on such property (including, but not limited to, a hazard or nuisance resulting from any abandonment or failure to remove CLEC's Facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on CLEC's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).

5.2 Required Permits, Certificates and Licenses:

5.2.1 CLEC shall be responsible for obtaining any building permits or certificates from governmental authorities necessary to construct, operate, maintain and remove its Facilities on public or private property.

5.2.2 CLEC shall not attach or place its Facilities to or in AT&T-22STATE's Poles, Conduit or Duct located on any property for which it or AT&T-22STATE has not first obtained all required authorizations.

5.2.3 AT&T-22STATE shall have the right to request evidence that all appropriate authorizations have been obtained. However, such request shall not delay AT&T-22STATE's Pre-License Survey work.

5.3 Lawful Purposes:

5.3.1 All Facilities placed by CLEC in AT&T-22STATE's Conduit and Ducts or on AT&T-22STATE's Poles, Anchors or Anchor/Guy Strands must serve a lawful purpose and the uses made of CLEC's Facilities must comply with all applicable federal, state, and local laws and with all federal, state, and local regulatory rules, regulations, and requirements. In this regard, CLEC shall not utilize any Facilities occupying or attached to AT&T-22STATE's Conduits, Ducts or Poles for the purpose of providing any services which it is not authorized by law to provide or for the purpose of enabling any other person or entity to provide any such services.

6.0 Facilities and Licenses

6.1 Licenses Required:

6.1.1 Before placing any Facilities in AT&T-22STATE's Conduits or Ducts or attaching any Facilities to AT&T-22STATE's Poles, Anchors or Anchor/Guy Strands, CLEC must first apply for and receive a written License from AT&T-22STATE.

6.2 Provision of Records and Information to CLEC:

- 6.2.1 In order to obtain information regarding Facilities, CLEC shall make a written request to AT&T-22STATE, identifying with reasonable specificity the geographic area for which Facilities are required, the types and quantities of the required Facilities and the required in-service date. In response to such request, AT&T-22STATE shall provide CLEC with information regarding the types, quantity and location (which may be provided by provision of route maps) and availability of AT&T-22STATE Poles, Conduit and ROW located within the geographic area specified by CLEC. Provision of information under the terms of this section shall include the right of CLEC employees or agents to obtain copies of engineering records or drawings which pertain to those Facilities within the geographic area identified in CLEC's request. Such copies of records shall be provided to CLEC via courier at the expense of CLEC or otherwise available at the records location center. For AT&T-22STATE requests, the contact information can be found on the AT&T CLEC Online website under Structure Access. The Costs of producing and mailing copies of records, which are to be paid by CLEC, are on an individual case basis. The components which make up the total Costs are the sum of:
- 6.2.1.1 AT&T-22STATE employee Costs based on the time spent researching, reviewing and copying records
 - 6.2.1.2 Copying costs
 - 6.2.1.3 Shipping costs
- 6.3 No Warranty of Record Information:
- 6.3.1 CLEC acknowledges that records and information provided by AT&T-22STATE pursuant to Section 6.2 above may not reflect field conditions and that physical inspection is necessary to verify presence and condition of outside plant Facilities and ROW. In providing such records and information, AT&T-22STATE assumes no liability to CLEC or any Third Party for errors/omissions contained therein.
- 6.4 Determination of Availability:
- 6.4.1 AT&T-22STATE shall provide Pole, Conduit and ROW availability information in response to a request from CLEC which identifies with reasonable specificity the Facilities for which such information is desired. If such request includes Joint Use Pole(s), AT&T-22STATE shall respond with respect to such Joint Use Pole(s) as to what Make-Ready Work is required for AT&T-22STATE's Facilities only. Notwithstanding any other provision, AT&T-22STATE shall not determine space availability upon any Joint Use Pole(s). CLEC may elect to be present at any field based survey of Facilities identified pursuant to this paragraph and AT&T-22STATE shall provide CLEC at least forty-eight (48) hours notice prior to initiating such field survey. CLEC employees or agents shall be permitted to enter AT&T-22STATE Manholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-eight (48) hours notice to AT&T-22STATE, with a AT&T-22STATE representative present and at CLEC's expense.
- 6.5 Assignment of Conduit, Duct and Pole Space:
- 6.5.1 AT&T-22STATE shall not unreasonably deny or delay issuance of any License and, in any event, AT&T-22STATE shall issue such License as follows: (a) after the determination has been made that Make-Ready Work is not required, or (b) completion of Make-Ready Work.
- 6.5.1.1 No Make-Ready Work Required:
 - 6.5.1.1.1 If AT&T-22STATE determines that no Make-Ready Work is required, AT&T-22STATE shall approve Applications for Pole attachment and Conduit Occupancy Licenses and issue such Licenses within twenty (20) Business Days after the determination has been made that no Make-Ready Work is required, but in no event later than forty-five (45)

calendar days after AT&T-22STATE receives CLEC's Application, which period shall exclude any time AT&T-22STATE is awaiting a response from CLEC.

6.5.1.2 Make-Ready Work Required:

6.5.1.2.1 If Make-Ready Work is to be performed by AT&T-22STATE, such available space shall remain in effect until Make-Ready Costs are presented to CLEC and approval by CLEC pursuant to the time frames herein. If CLEC approves AT&T-22STATE's Make-Ready Work Costs, CLEC shall have twelve (12) months from the date of Application approval to install its Facilities.

6.5.1.2.2 If CLEC rejects AT&T-22STATE's Costs for Make-Ready Work, but then elects to perform the Make-Ready Work itself or through a contractor or if CLEC elects from the time of Application to perform the Make-Ready Work itself or through a contractor, CLEC shall install its Facilities within twelve (12) months from the date that CLEC informs AT&T-22STATE that CLEC will perform Make-Ready Work. In the event CLEC does not install its Facilities within the time frames set out in this Section, the assignment shall be void and such space shall become available.

7.0 Make-Ready Work

7.1 Work Performed by AT&T-22STATE:

7.1.1 If performed by AT&T-22STATE, Make-Ready Work to accommodate CLEC's Facilities on Poles, Joint Use Pole(s) or in Conduit System shall be included in the normal work load schedule of AT&T-22STATE with construction responsibilities in the geographic areas where the relevant Poles or Conduit Systems are located and shall not be entitled to priority, advancement, or preference over other work to be performed by AT&T-22STATE in the ordinary course of AT&T-22STATE's business.

7.1.2 If CLEC desires Make-Ready Work to be performed on an expedited basis and AT&T-22STATE agrees to perform the work on such a basis, AT&T-22STATE shall recalculate the estimated Make-Ready Work charges to include any expedite charges. If CLEC accepts AT&T-22STATE's revised estimate of charges, CLEC shall pay such additional charges.

7.2 All charges for Make-Ready Work, including work on Joint Use Pole(s), performed by AT&T-22STATE are payable in advance, with the amount of any such advance payment to be due within sixty (60) calendar days after receipt of an invoice from AT&T-22STATE. AT&T-22STATE will begin Make-Ready Work required to accommodate CLEC after receipt of CLEC's Make-Ready Work payment. After receipt of payment, AT&T-22STATE will schedule the work for completion.

7.3 Work Performed by Certified Contractor:

7.3.1 In lieu of obtaining performance of Make-Ready Work by AT&T-22STATE, CLEC at its option may arrange for the performance of such work by a contractor certified by AT&T-22STATE to work on or in its Facilities. Certification shall be granted based upon reasonable and customary criteria employed by AT&T-22STATE in the selection of its own contract labor. Notwithstanding any other provisions of this Section, CLEC may not employ a contractor to accomplish Make-Ready Work if AT&T-22STATE is likewise precluded from contractor selection under the terms of an applicable joint use Agreement or collective bargaining Agreement. In accordance with Section 4.6.9 above, all Manhole pumping and purging shall be performed by a vendor approved by AT&T-22STATE.

7.4 Completion of Make-Ready Work:

- 7.4.1 **AT&T-22STATE** will issue a License to CLEC once all Make-Ready Work necessary to CLEC's attachment or occupancy has been completed.

8.0 Application Form and Fees

8.1 Application Process:

- 8.1.1 To apply for a License under this Appendix, CLEC shall submit the appropriate **AT&T-22STATE** administrative form(s), which can be found on the AT&T CLEC Online website, (two (2) sets of each and either a route map specifically indicating CLEC desired route or engineered drawings are to be included). CLEC has the option of (1) requesting copies of **AT&T-22STATE** records only, (2) requesting a records and/or field survey to determine availability, and/or (3) requesting a Make-Ready Work estimate. Any Joint Use Pole(s) included in such a request shall be included in the records/field survey and Make-Ready Work estimate. Before the Application and Conduit Occupancy License or Application and Pole Attachment License form is approved for attachment, Make-Ready Work must be complete or a records or field survey conducted by **AT&T-22STATE** has determined that Make-Ready Work is not required. CLEC shall submit with CLEC's License Application a proposed or estimated construction schedule as set forth below in Section 11.0 below.

- 8.2 **AT&T-22STATE** will process License Applications in the order in which they are received; provided, however, that when CLEC has multiple Applications on file with **AT&T-22STATE**, CLEC may designate its desired priority of completion of pre-licenses and Make-Ready Work with respect to all such Applications.

- 8.2.1 Each Application for a License under this Section shall specify the proposed route of CLEC's Facilities and identify the Conduits and Ducts or Poles, Joint Use Pole(s) and Pole Facilities along the proposed route in which CLEC desires to place or attach its Facilities, and describe the physical size, weight and jacket material of the cable which CLEC desires to place in each Conduit or Duct or the number and type of cables, apparatus enclosures and other Facilities which CLEC desires to attach to each Pole or Joint Use Pole.

- 8.2.2 Each Application for a License under this Section shall be accompanied by a proposed (or estimated) construction schedule containing the information specified in Section 11.1 below of this Appendix, and an indication of whether CLEC will, at its option, perform its own Make-Ready Work.

8.3 Multiple Cables, Multiple Services, Lashing or Placing Additional Cables, and Replacement of Facilities:

- 8.3.1 CLEC may include multiple cables in a single License Application and multiple services (e.g., CATV and non CATV services) may be provided by CLEC in the same cable Sheath. CLEC's Lashing additional cable to existing Facilities and placing additional cables in Conduits or Ducts already occupied by CLEC's Facilities shall be permitted, and no additional fees will be applied; provided, however, that if CLEC desires to lash additional cable to existing Facilities of a Third Party, CLEC shall provide **AT&T-22STATE** with reasonable Notice, and shall obtain written permission from the owner of the existing Facilities. If **AT&T-22STATE** determines that the requested Lashing would violate safety or engineering requirements, **AT&T-22STATE** shall provide written Notice to CLEC within a reasonable time specifying in detail **AT&T-22STATE**'s findings. If CLEC desires to place additional cables in Conduits or Ducts which are already occupied, or to replace existing Facilities with new Facilities substantially different from those described in Licenses in effect, CLEC must apply for and acquire a new License specifically describing the physical size, weight and jacket material of the cable to be placed in **AT&T-22STATE**'s Conduits and Ducts or the physical size, weight, and jacket type of cables and the size and weight of apparatus enclosures and other Facilities to be attached to **AT&T-22STATE** Poles.

- 8.4 Each Application shall designate an employee as CLEC's single point of contact for any and all purposes of that

Application under this Section, including, but not limited to, processing Licenses and providing records and information. CLEC may at any time designate a new point of contact by giving written Notice of such change while the Application is open.

9.0 Processing of Applications (Including Pre-License Surveys and Field Inspections)

9.1 CLEC's Priorities:

9.1.1 When CLEC has multiple Applications on file with AT&T-22STATE, CLEC shall designate its desired priority of completion of Pre-License Surveys and Make-Ready Work with respect to all such Applications.

9.2 Pre-License Survey:

9.2.1 After CLEC has submitted its written Application for a License, a Pre-License Survey (including a field inspection) will be performed by either Party, in the company of a representative of the other Party as mutually agreed, to determine whether AT&T-22STATE's Poles, Anchors and Anchor/Guy Strands, or Conduit System, in their present condition, can accommodate CLEC's Facilities, without substantially interfering with the ability of AT&T-22STATE or any other authorized person or entity to use or access the Pole, Anchor or Anchor/Guy Strand or any portion of AT&T-22STATE's Conduit System or Facilities attached to AT&T-22STATE's Pole or placed within or connected to AT&T-22STATE's Conduit System. If a Pre-License Survey is to be conducted by AT&T-22STATE, AT&T-22STATE will provide CLEC the Costs to perform the Pre-License Survey. After receipt of CLEC's payment of Pre-License Survey Costs, AT&T-22STATE will schedule the survey. If CLEC gives its prior written consent in writing, the determination of Duct availability may include the rodding of Ducts at CLEC's expense.

9.2.1.1 The purpose of the Pre-License Survey is to determine whether CLEC's proposed attachments to AT&T-22STATE's Poles or occupancy of AT&T-22STATE's Conduit and Ducts will substantially interfere with use of AT&T-22STATE's Facilities by AT&T-22STATE and others with Facilities occupying, connected or attached to AT&T-22STATE's Pole or Conduit System and to determine what Make-Ready Work is required to accommodate CLEC's Facilities on AT&T-22STATE's Poles, Joint Use Pole(s), or Conduit, Duct, or ROW and the cost associated with AT&T-22STATE performing such Make-Ready Work and to provide information to CLEC for its determination of whether the Pole, Anchor, Anchor/Guy Strand, Conduit, Duct, or ROW is suitable for its use.

9.2.1.2 Based on information provided by AT&T-22STATE, CLEC shall determine whether AT&T-22STATE's Pole, Anchor, Anchor/Guy Strand, Conduit and Duct Facilities are suitable to meet CLEC's needs.

9.2.1.3 AT&T-22STATE may not unreasonably refuse to continue to process an Application based on AT&T-22STATE's determination that CLEC's proposed use of AT&T-22STATE's Facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. CLEC shall be responsible for making its own, independent determination that its use of such Facilities will be in compliance with such requirements, specifications, rules, regulations, ordinances and laws. CLEC acknowledges that AT&T-22STATE is not explicitly or implicitly warranting to CLEC that CLEC's proposed use of AT&T-22STATE's Facilities will be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws.

9.3 Administrative Processing:

- 9.3.1 The administrative processing portion of the Pre-License Survey (which includes without limitation processing the Application, preparing Make-Ready Work orders, notifying Joint Users and other persons and entities of work requirements and schedules, coordinating the relocation/rearrangement of AT&T-22STATE and/or other Licensed Facilities) will be performed by AT&T-22STATE at CLEC's expense. Anything to the contrary herein notwithstanding, AT&T-22STATE shall bear no responsibility for the relocation, rearrangement or removal of Facilities used for the transmission or distribution of electric power.

10.0 Issuance of Licenses

10.1 Obligation to Issue Licenses:

- 10.1.1 AT&T-22STATE shall issue a License to CLEC pursuant to this Section. AT&T-22STATE and CLEC acknowledge that each Application for a License shall be evaluated on an individual basis. Nothing contained in this section shall be construed as abridging any independent Pole attachment rights or Conduit or Duct access rights which CLEC may have under the provisions of any applicable federal or state laws or regulations governing access to AT&T-22STATE's Poles, Conduits and Ducts, to the extent the same are not inconsistent with the Act. Each License issued hereunder shall be for an indefinite term, subject to CLEC's compliance with the provisions applicable to such License and further subject to CLEC's right to terminate such License at any time for any reason upon at least thirty (30) calendar days prior written Notice.

10.2 Multiple Applications:

10.2.1 CLEC acknowledges the following:

- 10.2.1.1 That multiple parties including AT&T-22STATE may seek to place their Facilities in AT&T-22STATE's Conduit and Ducts or make attachments to Poles at or about the same time.
- 10.2.1.2 That the Make-Ready Work required to prepare AT&T-22STATE's Facilities to accommodate multiple applicants may differ from the Make-Ready Work required to accommodate a single applicant.
- 10.2.1.3 That issues relating to the proper apportionment of Costs arise in multi-applicant situations that do not arise in single applicant situations.
- 10.2.1.4 That cooperation and negotiations between all applicants and AT&T-22STATE may be necessary to resolve disputes involving multiple Applications for permission to place Facilities in/on the same Pole, Conduit, Duct, or ROW.

10.2.2 All Applications will be processed on a first-come, first-served basis.

10.3 Agreement to Pay for All Make-Ready Work Completed:

- 10.3.1 CLEC's submission of written authorization for Make-Ready Work shall also constitute CLEC's agreement to pay additional Cost-based charges, if any, for completed Make-Ready Work.

10.4 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities:

- 10.4.1 CLEC shall make arrangements with the owners of other Facilities located in or connected to AT&T-22STATE's Conduit System or attached to AT&T-22STATE's Poles, Anchors or Anchor/Guy Strands regarding reimbursement for any expenses incurred by them in transferring or rearranging their Facilities to accommodate the placement or attachment of CLEC's Facilities in or to AT&T-22STATE's structures.

10.5 License:

- 10.5.1 When CLEC's Application for a Pole attachment or Conduit Occupancy License is approved, and all required Make-Ready Work completed, **AT&T-22STATE** will execute and return a signed authorization to CLEC, as appropriate, authorizing CLEC to attach or place the specified Facilities on **AT&T-22STATE**'s Poles or in **AT&T-22STATE**'s Conduit or Ducts.
- 10.5.2 Each License issued under this Section shall authorize CLEC to attach to **AT&T-22STATE**'s Poles or place or maintain in **AT&T-22STATE**'s Conduit or Ducts only those Facilities specifically described in the License, and no others.
- 10.5.3 Except as expressly stated to the contrary in individual Licenses issued hereunder, each License issued pursuant to this Section shall incorporate all terms and conditions of this Section whether or not such terms or conditions are expressly incorporated by reference on the face of the License itself.

11.0 Construction of CLEC's Facilities

11.1 Construction Schedule:

- 11.1.1 CLEC shall submit with CLEC's License Application a proposed or estimated construction schedule. Promptly after the issuance of a License permitting CLEC to attach Facilities to **AT&T-22STATE**'s Poles or place Facilities in **AT&T-22STATE**'s Conduit or Ducts, CLEC shall provide **AT&T-22STATE** with an updated construction schedule and shall thereafter keep **AT&T-22STATE** informed of significant anticipated changes in the construction schedule.
- 11.1.2 Construction schedules required by this Section shall include, at a minimum, the following information:
 - 11.1.2.1 The name, title, business address, and business telephone number of the manager responsible for construction of the Facilities;
 - 11.1.2.2 The names of each contractor and subcontractor which will be involved in the construction activities;
 - 11.1.2.3 The estimated dates when construction will begin and end; and
 - 11.1.2.4 The approximate dates when CLEC or persons acting on CLEC's behalf will be performing construction work in connection with the placement of CLEC's Facilities in **AT&T-22STATE**'s Conduit or Ducts.

11.2 Additional Pre- construction Procedures for Facilities Placed in Conduit System:

- 11.2.1 The following procedures shall apply before CLEC places Facilities in **AT&T-22STATE**'s Conduit System:
 - 11.2.1.1 CLEC shall give written notice of the type of Facilities which are to be placed; and
 - 11.2.1.2 **AT&T-22STATE** shall designate the particular Duct or Ducts or inner Ducts (if Available) to be occupied by CLEC's Facilities, the location and manner in which CLEC's Facilities will enter and exit **AT&T-22STATE**'s Conduit System, and the specific location and manner of installation of any associated equipment which is permitted by **AT&T-22STATE** to occupy the Conduit System. CLEC may not occupy a Duct other than the specified Duct without the express written consent of **AT&T-22STATE**. **AT&T-22STATE** shall provide to CLEC space in Manholes for racking and storage of up to fifty (50) feet of cable, provided space is available.

11.3 Responsibility for Constructing or Placing Facilities:

- 11.3.1 **AT&T-22STATE** shall have no obligation to construct any Facilities for CLEC or to attach CLEC's Facilities to, or place CLEC's Facilities in, **AT&T-22STATE**'s Poles or Conduit System, except as may be necessary to facilitate the interconnection of unbundled network elements or except to the extent expressly provided in this Section, any License issued hereunder, or by the Telecommunications Act or any other applicable law.
- 11.4 CLEC Responsible for Constructing, Attaching and Placing Facilities:
- 11.4.1 Except where otherwise mutually agreed by CLEC and **AT&T-22STATE**, CLEC shall be responsible for constructing its own Facilities and attaching those Facilities to, or placing them in **AT&T-22STATE**'s Poles, Conduit or Ducts at CLEC's sole Cost and expense. CLEC shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and placement of CLEC's Facilities and for directing the activities of all persons acting on CLEC's behalf while they are physically present on **AT&T-22STATE**'s Pole, in any part of **AT&T-22STATE**'s Conduit System or in the vicinity of **AT&T-22STATE**'s Poles or Conduit System.
- 11.5 Compliance with Applicable Standards, Health and Safety Requirements, and Other Legal Requirements:
- 11.5.1 CLEC shall construct its Facilities in accordance with the provisions of this section and all Licenses issued hereunder.
- 11.5.2 CLEC shall construct, attach and place its Facilities in compliance with all Requirements and Specifications set forth above in this Appendix.
- 11.5.3 CLEC shall satisfy all Legal Requirements set forth above in the Appendix.
- 11.5.4 CLEC shall not permit any person acting on CLEC's behalf to perform any work on **AT&T-22STATE**'s Poles or within **AT&T-22STATE**'s Conduit System without first verifying, to the extent practicable, on each date when such work is to be performed, that the condition of the Pole or Conduit System is suitable for the work to be performed. If CLEC or any person working on CLEC's behalf determines that the condition of the Pole or Conduit System is not suitable for the work to be performed, CLEC shall notify **AT&T-22STATE** of the condition of the Pole or Conduit System in question and shall not proceed with construction activities until CLEC is satisfied that the work can be safely performed.
- 11.6 Construction Notices:
- 11.6.1 If requested to do so, CLEC shall provide **AT&T-22STATE** with information to reasonably assure **AT&T-22STATE** that construction has been performed in accordance with all applicable standards and requirements.
- 11.7 Points for Attachment:
- 11.7.1 **AT&T-22STATE** shall specify the point of attachment of each Pole or Anchor to be occupied by CLEC's Facilities, and such CLEC's Facilities shall be attached above **AT&T-22STATE**'s Facilities. When the Facilities of more than one applicant are involved, **AT&T-22STATE** will attempt, to the extent practicable, to designate the same relative position on each Pole or Anchor for each applicant's Facilities.
- 11.8 CLEC power supply units shall be located in accordance with the National Electrical Safety Code and the Telcordia Blue Book, Manual of Constructions Procedures as referenced in Section 4.0 above.
- 11.9 **AT&T-22STATE** will evaluate and approve in its sole discretion, on an individual case basis, the location of certain pole mounted equipment, such as cabinets, amplifiers and wireless equipment including but not limited to antennas. The approval and location of such attachments are dependent upon factors including but not limited to climbing space requirements and the types of existing attachments.

- 11.10 CLEC shall hold AT&T-22STATE harmless and indemnify AT&T-22STATE for damages to itself or Third Parties in accordance with the General Terms and Conditions of this Agreement, that result from the operation or maintenance of CLEC's attachments, including but not limited to power supplies, antennas, cabinets and wireless equipment.
- 11.11 Manhole and Conduit Break-Outs:
- 11.11.1 CLEC shall be permitted to add Conduit ports to AT&T-22STATE Manholes when existing Conduits do not provide the pathway connectivity needed by CLEC; provided the structural integrity of the Manhole is maintained, and sound engineering judgment is employed.
- 11.12 Completion of CLEC Construction:
- 11.12.1 For each CLEC Attachment to or occupancy within AT&T-22STATE Facilities, CLEC will provide to AT&T-22STATE's single-point of contact (within twenty (20) calendar days of CLEC construction-complete date) a complete set of actual placement drawings for posting to AT&T-22STATE records.
- 12.0 Use and Routine Maintenance of CLEC's Facilities**
- 12.1 Use of CLEC's Facilities:
- 12.1.1 Each License granted under this Section authorizes CLEC to have access to CLEC's Facilities on or in AT&T-22STATE's Poles, Conduits and Ducts as needed for the purpose of serving CLEC's End Users, including, but not limited to, powering electronics, monitoring Facilities, or transporting signaling.
- 12.2 Routine Maintenance of CLEC's Facilities:
- 12.2.1 Each License granted under this section authorizes CLEC to engage in routine maintenance of CLEC's Facilities located on or in AT&T-22STATE's Poles, Conduits, Ducts and ROW pursuant to such License. CLEC shall give reasonable written notice to the affected public authority or private landowner as appropriate before commencing the construction or installation of its attachments or making any material alterations thereto. CLEC shall give reasonable Notice to AT&T-22STATE before performing any work, whether or not of a routine nature, in AT&T-22STATE's Conduit System.
- 12.3 CLEC Responsible for Maintenance of CLEC's Facilities:
- 12.3.1 CLEC shall maintain its Facilities in accordance with the provisions of this Section (including but not limited to all requirements set forth in this Appendix) and all Licenses issued hereunder. CLEC shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of CLEC's Facilities and for directing the activities of all persons acting on CLEC's behalf while they are physically present on AT&T-22STATE's Poles, within AT&T-22STATE's Conduit System or in the immediate vicinity of such Poles or Conduit System.
- 12.4 AT&T-22STATE Is Not Responsible for Maintaining CLEC's Facilities:
- 12.4.1 AT&T-22STATE shall have no obligation to maintain any Facilities which CLEC has attached or connected to, or placed in, AT&T-22STATE's Poles, Conduits, Ducts or any portion of AT&T-22STATE's Conduit System, except to the extent expressly provided by the provisions of this section or any License issued hereunder, or by the Act or other applicable laws, rules or regulations.
- 12.5 Information Concerning the Maintenance of CLEC's Facilities:

- 12.5.1 Promptly after the issuance of a License permitting CLEC to attach Facilities to, or place Facilities in AT&T-22STATE's Poles, Conduits or Ducts, CLEC shall provide AT&T-22STATE with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of CLEC's Facilities, and shall thereafter notify AT&T-22STATE of changes to such information. The manager responsible for routine maintenance of CLEC's Facilities shall, on AT&T-22STATE's request, identify any contractor, subcontractor, or other person performing maintenance activities on CLEC's behalf at a specified site and shall, on AT&T-22STATE's request, provide such additional documentation relating to the maintenance of CLEC's Facilities as reasonably necessary to demonstrate that CLEC and all persons acting on CLEC's behalf are complying with the requirements of this section and Licenses issued hereunder.
- 12.6 Identification of Personnel Authorized to Have Access to CLEC's Facilities:
- 12.6.1 All personnel authorized to have access to CLEC's Facilities shall, while working on AT&T-22STATE's Poles, in its Conduit System or Ducts or in the vicinity of such Poles, Ducts or Conduit Systems, carry with them suitable identification and shall, upon the request of any AT&T-22STATE employee, produce such identification.
- 13.0 Modification and Replacement of CLEC's Facilities**
- 13.1 Notification of Planned Modification or Replacement of Facilities:
- 13.1.1 CLEC shall, when practicable, notify AT&T-22STATE in writing at least sixty (60) calendar days before adding to, relocating, replacing or otherwise modifying its Facilities attached to a AT&T-22STATE Pole, Anchor or Anchor/Guy Strand or located in any AT&T-22STATE Conduit or Duct. The Notice shall contain sufficient information to enable AT&T-22STATE to determine whether the proposed addition, relocation, replacement, or modification is permitted under CLEC's present License or requires a new or amended License.
- 13.2 New or Amended License Required:
- 13.2.1 A new or amended License will be required if the proposed addition, relocation, replacement, or modification:
- 13.2.1.1 Requires that CLEC use additional space on AT&T-22STATE's Poles or in its Conduits or Ducts (including but not limited to any additional Ducts, inner Ducts, or substantial space in any Handhole or Manhole) on either a temporary or permanent basis; or
- 13.2.1.2 Results in the size or location of CLEC's Facilities on AT&T-22STATE's Poles or in its Conduit or Ducts being appreciably different from those described and authorized in CLEC's present License (e.g. different Duct or size increase causing a need to re-calculate storm loadings, guying, or Pole class).
- 14.0 Rearrangement of Facilities at the Request of Another**
- 14.1 Make-Ready Work:
- 14.1.1 If it is determined that Make-Ready Work will be necessary to accommodate Attaching Party's Facilities, Attaching Party shall have forty-five (45) calendar days (the "acceptance period") to either:
- 14.1.1.1 submit payment for the estimate authorizing AT&T-22STATE or its contractor to complete the Make-Ready Work; or
- 14.1.1.2 advise AT&T-22STATE of its willingness to perform the proposed Make-Ready Work itself if permissible in the application area.

- 14.1.2 Make-Ready Work performed by Attaching Party, or by an Authorized Contractor selected by Attaching Party, shall be performed in accordance with AT&T-22STATE's specifications and in accordance with the same standards and practices which would be followed if such work were being performed by AT&T-22STATE or AT&T-22STATE's contractors. Neither Attaching Party nor Authorized Contractors selected by Attaching Party shall conduct such work in any manner which degrades the integrity of AT&T-22STATE's Structures or interferes with any existing use of AT&T-22STATE's Facilities or the Facilities of any other user.
- 14.1.3 AT&T-22STATE shall determine, in the exercise of sound engineering judgment, whether or not Make-Ready Work is necessary or possible. In determining whether Make-Ready Work is necessary or what Make-Ready Work is necessary, AT&T-22STATE shall endeavor to minimize its Costs to CLEC. If it is determined that such Make-Ready Work is required, AT&T-22STATE shall provide CLEC with the estimated Costs for Make-Ready Work and a Make Ready-Work Due Date.
- 14.1.4 CLEC shall be solely responsible for negotiating with persons or entities other than AT&T-22STATE for the rearrangement of such persons' or entities' Facilities or structures and, except where such rearrangement is for the benefit of AT&T-22STATE and/or other CLECs as well as CLEC, shall be solely responsible for paying all charges attributable to the rearrangement of such Facilities; provided, however, that if Facilities rearrangements require new Licenses from AT&T-22STATE, AT&T-22STATE shall issue such Licenses in conjunction with the issuance of the applied-for License to CLEC.
- 14.2 Rearrangement of CLEC's Facilities at AT&T-22STATE's Request:
- 14.2.1 CLEC acknowledges that, from time to time, it may be necessary or desirable for AT&T-22STATE to change out Poles, relocate, reconstruct, or modify portions of its Conduit System or rearrange Facilities contained therein or connected thereto and that such changes may be necessitated by AT&T-22STATE's business needs or authorized Application of another entity seeking access to AT&T-22STATE's Poles or Conduit Systems. CLEC agrees that CLEC will, upon AT&T-22STATE's request, and at AT&T-22STATE's expense, but at no Cost to CLEC, participate with AT&T-22STATE (and other CLECs) in the relocation, reconstruction, or modification of AT&T-22STATE's Conduit System or Facilities rearrangement. CLEC acknowledges that, from time to time, it may be necessary or desirable for AT&T-22STATE to change out Poles, relocate, reconstruct, or modify portions of its Conduit System or rearrange Facilities contained therein or connected thereto as a result of an order by a municipality or other governmental authority. CLEC shall, upon AT&T-22STATE's request, participate with AT&T-22STATE (and other CLECs) in the relocation, reconstruction, or modification of AT&T-22STATE's Conduit System or Facilities rearrangement and pay its proportionate share of any costs of such relocation, reconstruction, or modification that are not reimbursed by such municipality or governmental authority.
- 14.2.2 CLEC shall make all rearrangements of its Facilities within such period of time as is jointly deemed reasonable by the parties based on the amount of rearrangements necessary and a desire to minimize chances for service interruption or Facility-based service denial to a CLEC End User.
- 14.2.3 If CLEC fails to make the required rearrangements within the time prescribed or within such extended periods of time as may be granted by AT&T-22STATE in writing, AT&T-22STATE may perform such rearrangements with written Notice to CLEC, and CLEC shall reimburse AT&T-22STATE for actual costs and expenses incurred by AT&T-22STATE in connection with the rearrangement of CLEC's Facilities; provided, however, that nothing contained in this Section or any License issued hereunder shall be construed as requiring CLEC to bear any expenses which, under the Act or other applicable federal or state laws or regulations, are to be allocated to persons or entities other than CLEC; and provided further, however, that CLEC shall have no responsibility for rearrangement costs and expenses relating to rearrangements performed for the purpose of meeting AT&T-22STATE's business needs.

15.0 Emergency Repairs and Pole Replacements

15.1 Responsibility for Emergency Repairs; Access to Maintenance Duct:

- 15.1.1 In general, each Party shall be responsible for making emergency repairs to its own Facilities and for formulating appropriate plans and practices enabling such Party to make such repairs.
- 15.1.2 Nothing contained in this Appendix shall be construed as requiring either Party to perform any repair or service restoration work of any kind with respect to the other Party's Facilities or the Facilities of joint users.
- 15.1.3 Maintenance Ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any entity with Facilities in the Conduit section in which the maintenance Duct is located; provided, however, that an entity using the maintenance Duct for emergency repair activities will notify AT&T-22STATE within twelve (12) hours of the current Business Day (or first Business Day following a non-business day) that such entity is entering the AT&T-22STATE Conduit system and using the maintenance Duct for emergency restoral purposes. The notice will include a description of the emergency and non-emergency services involved and an estimate of the completion time. Maintenance Ducts will be used to restore the highest priority services, first. Existing spare Ducts may be used for restoration purposes providing the spare Ducts are restored after restoration work is complete. Any spare Ducts not returned will be included to be assigned to the user of the Duct and an occupancy permit issued.
- 15.1.4 The Attaching Party shall either vacate the maintenance Duct within thirty (30) calendar days or, with AT&T-22STATE's consent, rearrange its Facilities to ensure that at least one full-sized replacement maintenance Duct (or, if the designated maintenance Duct was an inner-Duct, a suitable replacement inner-Duct) is available for use by all occupants in the Conduit section within thirty (30) calendar days after such Attaching Party occupies the maintenance Ducts. If Attaching Party fails to vacate the maintenance Duct as described above, AT&T-22STATE may install a maintenance conduit at the Attaching Party's expense.

15.2 Designation of Emergency Repair Coordinators and Other Information:

- 15.2.1 For each AT&T-22STATE construction district, Attaching Party shall provide AT&T-22STATE with the emergency contact number of Attaching Party's designated point of contact for coordinating the handling of emergency repairs of Attaching Party's Facilities and shall thereafter notify AT&T-22STATE of changes to such information.

15.3 Order of Precedence of Work Operations; Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations:

- 15.3.1 When notice and coordination are practicable, AT&T-22STATE, Attaching Party, and other affected parties shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties present in accordance with the following principles.
- 15.3.2 Emergency service restoration work requirements shall take precedence over other work operations.
- 15.3.3 Except as otherwise agreed upon by the parties, restoration of lines for emergency services providers (e.g., 911, fire, police, national security and hospital lines) shall be given the highest priority and temporary occupancy of the maintenance Duct (and, if necessary, other unoccupied Ducts) shall be assigned in a manner consistent with this priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency being rectified. The parties shall exercise good faith in assigning priorities, shall base their decisions on the best information then available to them at the site in question, and may, by mutual agreement at the site, take other factors into consideration in assigning priorities and sequencing service restoration activities.

- 15.3.4 AT&T-22STATE shall determine the order of precedence of work operations and assignment of Duct space in the maintenance Duct (and other unoccupied Ducts) only if the affected parties present are unable to reach consensus provided, however, that these decisions shall be made by AT&T-22STATE on a nondiscriminatory basis in accordance with the principles set forth in this section.

15.4 Emergency Pole Replacements

- 15.4.1 When emergency pole replacements are required, AT&T-22STATE shall promptly make a good faith effort to contact Attaching Party to notify Attaching Party of the emergency and to determine whether Attaching Party will respond to the emergency in a timely manner.
- 15.4.2 If notified by AT&T-22STATE that an emergency exists which will require the replacement of a pole, Attaching Party shall transfer its Facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to an AT&T-22STATE replacement pole, the transfer shall be in accordance with AT&T-22STATE's placement instructions.
- 15.4.3 If Attaching Party is unable to respond to the emergency situation immediately, Attaching Party shall so advise AT&T-22STATE and thereby authorize AT&T-22STATE (or any Other User sharing the pole with AT&T-22STATE) to perform such emergency-necessitated transfers (and associated Facilities rearrangements) on Attaching Party's behalf at the Attaching Party's expense.

15.5 Expenses Associated with Emergency Repairs:

- 15.5.1 Each Party shall bear all reasonable expenses arising out of or in connection with emergency repairs of its own Facilities and transfers or rearrangements of such Facilities associated with emergency pole replacements made in accordance with the provisions of this article.
- 15.5.2 Each Party shall be solely responsible for paying all persons and entities that provide materials, labor, access to real or personal property, or other goods or services in connection with any such repair, transfer, or rearrangement of such Party's Facilities.
- 15.5.3 Attaching Party shall reimburse AT&T-22STATE for the Costs incurred by AT&T-22STATE for work performed by AT&T-22STATE on Attaching Party's behalf in accordance with the provisions of this article.

16.0 Inspection by AT&T-22STATE of CLEC's Facilities

- 16.1 AT&T-22STATE may monitor, at CLEC's expense, the entrance and exit of CLEC's Facilities into AT&T-22STATE's Manholes and the placement of CLEC's Facilities in AT&T-22STATE's Manholes.

16.2 Post-Construction Inspections:

- 16.2.1 AT&T-22STATE will, at the Attaching Party's expense, conduct a post-construction inspection of the Attaching Party's attachment of Facilities to AT&T-22STATE's Structures for the purpose of determining the conformance of the attachments to the occupancy permit. AT&T-22STATE will provide the Attaching Party advance written Notice of proposed date and time of the post-construction inspection. The Attaching Party may accompany AT&T-22STATE on the post-construction inspection.

16.3 Periodic or Spot Inspections:

- 16.3.1 AT&T-22STATE shall have the right, but not the obligation, to make Periodic or Spot Inspections of all Facilities attached to AT&T-22STATE's Structure. Periodic Inspections will not be made more often than once every two (2) years, unless in AT&T-22STATE's judgment, such inspections are required for reasons involving safety or because of an alleged violation of the terms of this Appendix.

- 16.3.2 AT&T-22STATE will give CLEC advance written Notice of such inspections, and CLEC shall have the right to have a representative attend such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written Notice has been forwarded to CLEC.
- 16.3.3 Such inspections shall be conducted at AT&T-22STATE's expense; provided, however, that CLEC shall bear the Costs of inspections as delineated in Sections 16.1 above and 16.2.1 above.
- 16.3.4 If Attaching Party's Facilities are in compliance with this Appendix, there will be no charges incurred by the Attaching Party for the periodic or spot inspection. If Attaching Party's Facilities are not in compliance with this Appendix, AT&T-22STATE may charge Attaching Party for the inspection. The Costs of Periodic Inspections will be paid by those Attaching Parties with 2% or greater of their Attachments in violation. The amount paid by the Attaching Party shall be the percentage that their violations bear to the total violations of all Attaching Parties found during the inspection.
- 16.3.5 If the inspection reflects that Attaching Party's Facilities are not in compliance with the terms of this Appendix, Attaching Party shall bring its Facilities into compliance within thirty (30) calendar days after being notified of such noncompliance. If any make ready or modification work to AT&T-22STATE's Structures is required to bring Attaching Party's Facilities into compliance, the Attaching Party shall provide Notice to AT&T-22STATE and the make ready work or modification will be treated in the same fashion as make ready work or modifications for a new request for attachment. If the violation creates a hazardous condition, Facilities must be brought into compliance upon notification.
- 16.4 Neither the act of inspection by AT&T-22STATE of CLEC's Facilities nor any failure to inspect such Facilities shall operate to impose on AT&T-22STATE any liability of any kind whatsoever or to relieve CLEC of any responsibility, obligations or liability under this Section or otherwise existing.
- 16.5 Notice of Noncompliance:
- 16.5.1 If, at any time, AT&T-22STATE determines that Attaching Party's Facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Appendix, AT&T-22STATE may send written Notice to Attaching Party specifying the alleged noncompliance. Attaching Party agrees to acknowledge receipt of the Notice as soon as practicable. If Attaching Party does not dispute AT&T-22STATE's assertion that such Facilities are not in compliance, Attaching Party agrees to provide AT&T-22STATE with a schedule for bringing such Facilities into compliance, to bring the Facilities into compliance within a reasonable time, and to notify AT&T-22STATE in writing when the Facilities have been brought into compliance.
- 16.6 Disputes over Alleged Noncompliance:
- 16.6.1 If Attaching Party disputes AT&T-22STATE's assertion that Attaching Party's Facilities are not in compliance, Attaching Party shall notify AT&T-22STATE in writing of the basis for Attaching Party's assertion that its Facilities are in compliance.
- 16.7 Failure to Bring Facilities into Compliance:
- 16.7.1 If Attaching Party has not brought the Facilities into compliance within a reasonable time or provided AT&T-22STATE with proof sufficient to persuade AT&T-22STATE that AT&T-22STATE erred in asserting that the Facilities were not in compliance, and if AT&T-22STATE determines in good faith that the alleged noncompliance causes or is likely to cause material damage to AT&T-22STATE's Facilities or those of other users, AT&T-22STATE may, at its option and Attaching Party's expense, take such non-service affecting steps as may be required to bring Attaching Party's Facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Appendix.

16.8 Correction of Conditions by AT&T-22STATE:

- 16.8.1 If AT&T-22STATE elects to bring Attaching Party's Facilities into compliance, the provisions of this section shall apply.
- 16.8.2 AT&T-22STATE will, whenever practicable, notify CLEC in writing before performing such work. The written Notice shall describe the nature of the work to be performed and AT&T-22STATE's schedule for performing the work.
- 16.8.3 If Attaching Party's Facilities have become detached or partially detached from supporting racks or wall supports located within an AT&T-22STATE Manhole, AT&T-22STATE may, at Attaching Party's expense, reattach them but shall not be obligated to do so. If AT&T-22STATE does not reattach Attaching Party's Facilities, AT&T-22STATE shall endeavor to arrange with Attaching Party for the reattachment of any Facilities affected.
- 16.8.4 AT&T-22STATE shall, as soon as practicable after performing the work, advise Attaching Party in writing of the work performed or action taken. Upon receiving such Notice, Attaching Party shall inspect the Facilities and take such steps as Attaching Party may deem necessary to insure that the Facilities meet Attaching Party's performance requirements.
- 16.8.5 Attaching Party to Bear Expenses:
- 16.8.5.1 Attaching Party shall bear all expenses arising out of or in connection with any work performed to bring Attaching Party's Facilities into compliance with this Section; provided, however that nothing contained in this Section or any License issued hereunder shall be construed as requiring Attaching Party to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Attaching Party.

17.0 Notice of Noncompliance

17.1 Disputes over Alleged Noncompliance:

- 17.1.1 If CLEC disputes AT&T-22STATE's assertion that CLEC's Facilities are not in compliance, CLEC shall notify AT&T-22STATE in writing of the basis for CLEC's assertion that its Facilities are in compliance.

18.0 Unauthorized Occupancy or Utilization of AT&T-22STATE's Facilities

18.1 Tagging of Facilities and Unauthorized Attachments:

18.1.1 Facilities to Be Marked:

- 18.1.1.1 Attaching Party shall tag or otherwise mark all of Attaching Party's Facilities placed on or in AT&T-22STATE's Structure in a manner sufficient to identify the Facilities as those belonging to the Attaching Party.

18.1.2 Removal of Untagged Facilities:

- 18.1.2.1 AT&T-22STATE may, without notice to any person or entity, remove from AT&T-22STATE's poles or any part of AT&T-22STATE's Conduit System the Attaching Party's Facilities, if AT&T-22STATE determines that such Facilities are not the subject of a current occupancy permit and are not otherwise lawfully present on AT&T-22STATE's poles or in AT&T-22STATE's Conduit System.

18.2 Notice to Attaching Party:

- 18.2.1 If any of Attaching Party's Facilities for which no occupancy permit is presently in effect are found attached to AT&T-22STATE's Poles or Anchors or within any part of AT&T-22STATE's Conduit System, AT&T-22STATE, without prejudice to other rights or remedies available to AT&T-22STATE under this Appendix, and without prejudice to any rights or remedies which may exist independent of this Appendix, shall send a written Notice to Attaching Party advising Attaching Party that no occupancy permit is presently in effect with respect to the Facilities. Within thirty (30) calendar days after receiving a Notice, Attaching Party shall acknowledge receipt of the Notice by submitting to AT&T-22STATE, in writing, an Application for a new or amended Occupancy permit with respect to such Facilities.
- 18.3 Approval of Request and Retroactive Charges:
- 18.3.1 If AT&T-22STATE approves Attaching Party's Application for a new or amended Occupancy permit, Attaching Party shall be liable to AT&T-22STATE for all fees and charges associated with the unauthorized attachments as specified in the Pricing Schedule to this Agreement. The issuance of a new or amended occupancy permit as provided by this article shall not operate retroactively or constitute a waiver by AT&T-22STATE of any of its rights or privileges under this Appendix or otherwise.
- 18.3.2 Attachment and Occupancy fees and charges shall continue to accrue until the unauthorized Facilities are removed from AT&T-22STATE's Poles, Conduit System or ROW or until a new or amended Occupancy permit is issued and shall include, but not be limited to, all fees and charges which would have been due and payable if Attaching Party and its predecessors had continuously complied with all applicable AT&T-22STATE licensing requirements. Such fees and charges shall be due and payable thirty (30) calendar days after the date of the bill or invoice stating such fees and charges. In addition, the Attaching Party shall be liable for an unauthorized Attachment and/or Occupancy fee as specified in the Pricing Schedule to this Agreement. Payment of such fees shall be deemed liquidated damages and not a penalty. In addition, Attaching Party shall rearrange or remove its unauthorized Facilities at AT&T-22STATE's request to comply with applicable placement standards, shall remove its Facilities from any space occupied by or assigned to AT&T-22STATE or another Other User, and shall pay AT&T-22STATE for all Costs incurred by AT&T-22STATE in connection with any rearrangements, modifications, or replacements necessitated as a result of the presence of Attaching Party's unauthorized Facilities.
- 18.4 Removal of Unauthorized Attachments:
- 18.4.1 If Attaching Party does not obtain a new or amended occupancy permit with respect to unauthorized Facilities within the specified period of time, AT&T-22STATE shall by written Notice advise Attaching Party to remove its unauthorized Facilities not less than thirty (30) calendar days from the date of Notice and Attaching Party shall remove the Facilities within the time specified in the Notice. If the Facilities have not been removed within the time specified in the Notice, AT&T-22STATE may, at AT&T-22STATE's option, remove Attaching Party's Facilities at Attaching Party's expense.
- 18.5 No Ratification of Unpermitted Attachments or Unauthorized Use of AT&T-22STATE's Facilities:
- 18.5.1 No act or failure to act by AT&T-22STATE with regard to any unauthorized Attachment or Occupancy or unauthorized use of AT&T-22STATE's Structure shall be deemed to constitute a ratification by AT&T-22STATE of the unauthorized Attachment or Occupancy or use, nor shall the payment by Attaching Party of fees and charges for unauthorized Pole attachments or Conduit Occupancy exonerate Attaching Party from liability for any trespass or other illegal or wrongful conduct in connection with the placement or use of such unauthorized Facilities.
- 18.5.2 Nothing contained in the Appendix or any License issued hereunder shall be construed as requiring CLEC to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than CLEC.

18.6 Prompt Payment of Applicable Fees and Charges:

18.6.1 Fees and charges for Pole Attachments and Conduit System Occupancies, as specified herein and as modified from time to time, shall be due and payable immediately whether or not CLEC is permitted to continue the Pole Attachment or Conduit Occupancy. See the Pricing Schedule for applicable annual rental fees.

18.7 No Implied Waiver or Ratification of Unauthorized Use:

18.7.1 No act or failure to act by **AT&T-22STATE** with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any License should be subsequently issued, said License shall not operate retroactively or constitute a waiver by **AT&T-22STATE** of any of its rights or privileges under this Appendix or otherwise; provided, however, that CLEC shall be subject to all liabilities, obligations and responsibilities of this Appendix in regard to said unauthorized use from its inception.

19.0 Removal of CLEC's Facilities

19.1 When Applicant no longer intends to occupy space on an **AT&T-22STATE** Pole or in a **AT&T-22STATE** Duct or Conduit, Applicant will provide written notification to **AT&T-22STATE** that it wishes to terminate the Occupancy permit with respect to such space and will remove its Facilities from the space described in the Notice. Upon removal of Applicant's Facilities, the Occupancy permit shall terminate and the space shall be available for reassignment.

19.1.1 Attaching Party shall be responsible for and shall bear all expenses arising out of or in connection with the removal of its Facilities from **AT&T-22STATE**'s Structure.

19.1.2 Except as otherwise agreed upon in writing by the Parties, Applicant must, after removing its Facilities, plug all previously occupied Ducts at the entrances to **AT&T-22STATE**'s Manholes.

19.1.3 Applicant shall be solely responsible for the removal of its own Facilities from **AT&T-22STATE**'s Structure.

19.2 At **AT&T-22STATE**'s request, Attaching Party shall remove from **AT&T-22STATE**'s Structure any of Attaching Party's Facilities which are no longer in active use. Upon request, the Attaching Party will provide proof satisfactory to **AT&T-22STATE** that an Attaching Party's Facility is in active service. Attaching Party shall not abandon any of its Facilities by leaving such Facilities on or in **AT&T-22STATE**'s Structure.

19.3 Removal Following Termination of Occupancy Permit:

19.3.1 Attaching Party shall remove its Facilities from **AT&T-22STATE**'s Poles, Ducts, Conduits, or ROW within thirty (30) calendar days after termination of the Occupancy permit.

19.4 Removal Following Replacement of Facilities:

19.4.1 Attaching Party shall remove Facilities no longer in service from **AT&T-22STATE**'s Structures within thirty (30) calendar days after the date Attaching Party replaces existing Facilities on a Pole or in a Conduit with substitute Facilities on the same Pole or in the same Conduit.

19.5 Removal to Avoid Forfeiture:

- 19.5.1 If the presence of Attaching Party's Facilities on or in AT&T-22STATE's Structure would cause a forfeiture of the rights of AT&T-22STATE to occupy the property where such Structure is located, AT&T-22STATE will promptly notify Attaching Party in writing and Attaching Party shall not, without due cause and justification, refuse to remove its Facilities within such time as may be required to prevent such forfeiture. AT&T-22STATE will give Attaching Party not less than thirty (30) calendar days from the date of Notice to remove Attaching Party's Facilities unless prior removal is required to prevent the forfeiture of AT&T-22STATE's rights. At Attaching Party's request, the Parties will engage in good faith negotiations with each other, with Other Users, and with Third Party property owners and cooperatively take such other steps as may be necessary to avoid the unnecessary removal of Attaching Party's Facilities.
- 19.6 Removal of Facilities by AT&T-22STATE; Notice of Intent to Remove:
- 19.6.1 If Attaching Party fails to remove its Facilities from AT&T-22STATE's Structure in accordance with the provisions of Sections 19.1-19.5 of this Appendix, AT&T-22STATE may remove such Facilities and store them at Attaching Party's expense in a public warehouse or elsewhere without being deemed guilty of trespass or conversion and without becoming liable to Attaching Party for any injury, loss, or damage resulting from such actions. AT&T-22STATE shall give Attaching Party not less than thirty (30) calendar days prior written Notice of its intent to remove Attaching Party's Facilities pursuant to this Section.
- 19.7 Removal of Facilities by AT&T-22STATE:
- 19.7.1 If AT&T-22STATE removes any of Attaching Party's Facilities pursuant to this article, Attaching Party shall reimburse AT&T-22STATE for AT&T-22STATE's Costs in connection with the removal, storage, delivery, or other disposition of the removed Facilities.
- 20.0 Rates, Fees, Charges and Billing**
- 20.1 Rates, Charges and Fees Subject to Applicable Laws, Regulations, Rules, and Commission Orders:
- 20.1.1 All rates, charges and fees outlined in this Appendix will be set forth in the Pricing Schedule. All rates, charges and fees shall be subject to all applicable federal and state laws, rules, regulations, and Commission orders.
- 20.2 Changes to Rates, Charges and Fees:
- 20.2.1 Subject to applicable federal and state laws, rules, regulations and orders, AT&T-22STATE shall have the right to change the rates, charges and fees outlined in this Appendix. AT&T-22STATE will provide the Attaching Party sixty (60) calendar days written Notice, advising the Attaching Party of the specific changes being made and the effective date of the change. If the changes outlined in the Notice are not acceptable to the Attaching Party, Attaching Party may either (1) seek renegotiation of this Appendix, (2) terminate this Appendix, or (3) seek relief through the Dispute Resolution Process in the General Terms and Conditions of this Agreement.
- 20.3 Notice of Rate and Computation of Charges:
- 20.3.1 On or about November 1 of each year, AT&T-22STATE will notify CLEC by certified mail, return receipt requested, of the rental rate and Pole transfer rate to be applied in the subsequent calendar year. The letter of notification shall be incorporated in, and governed by, the terms and conditions of this Appendix. Attachment and Occupancy rates shall be applied to the number of Pole(s) and Duct feet of Conduit for which Licenses have been issued before December 1 of each calendar year. Charges for Attachment(s) and Occupancy which commenced during the preceding twelve (12) month period will be prorated accordingly.
- 20.4 Rate "True-Up":

- 20.4.1 The Parties agree that the fees reflected as interim herein shall be "trued-up" (up or down) based on final fees either determined by further agreement or by an effective order, in a proceeding involving **AT&T-22STATE** before the Commission, in the state which CLEC has either attached to or occupied **AT&T-22STATE** structures (ROW, Conduits, Ducts, and/or Poles).
- 20.4.2 Under the "True-Up" process, the interim fees for each structure shall be multiplied by the volume of that structure either attached to or occupied by CLEC to arrive at the total interim amount paid ("Total Interim Price"). The final fees for that structure shall be multiplied by the volume of that structure either attached to or occupied by CLEC to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, CLEC shall pay the difference to **AT&T-22STATE**. If the Total Final Price is less than the Total Interim Price, **AT&T-22STATE** shall pay the difference to CLEC.
- 20.4.3 Each Party shall keep its own records upon which a "True-Up" can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "True-Up," the Parties agree to follow the Dispute Resolution Process in the General Terms & Conditions to this Agreement.

21.0 Advance Payment

21.1 Attachment and Occupancy Fees:

- 21.2 Fees for Pole Attachment and Conduit Occupancy shall be based on the Facilities for which Licenses have been issued as of the date of billing by **AT&T-22STATE** and shall be computed as set forth herein.
- 21.2.1 Charges associated with newly Licensed Attachments or Occupancies and other Attachments or Occupancies of less than the entire annual billing period shall be prorated.
- 21.2.2 Charges shall be prorated retroactively in the event of the removal of CLEC's Facilities.
- 21.2.3 The amount of any advance payment required shall be due within sixty (60) calendar days after receipt of an invoice from **AT&T-22STATE**.

22.0 Indemnification

- 22.1 In addition to the Indemnification clauses in the General Terms & Conditions to this Agreement, the following shall apply to this Attachment:
- 22.1.1 **AT&T-22STATE** shall exercise precaution to avoid damaging the Facilities of CLEC and shall make an immediate report to CLEC of the occurrence of any such damage caused by its employees, agents or contractors. **AT&T-22STATE** agrees to reimburse CLEC for all reasonable Costs incurred by CLEC for the physical repair of such Facilities damaged by the negligence of **AT&T-22STATE**, its employees, agents, contractors, subcontractors or invitees. However, **AT&T-22STATE** shall not be liable to CLEC for any interruption of CLEC's service or for interference with the operation of CLEC's Facilities, or for any special, indirect, or consequential damages arising in any manner, including **AT&T-22STATE**'s negligence, out of the use of Pole(s), Anchor(s), or Conduit Systems or **AT&T-22STATE**'s actions or omissions in regard thereto and CLEC shall indemnify and save harmless **AT&T-22STATE** from and against any and all claims, demands, causes of action, costs and reasonable attorneys' fees with respect to such special, indirect or consequential damages.

- 22.1.2 CLEC shall exercise precaution to avoid damaging the Facilities of AT&T-22STATE and of others attached to Pole(s), Anchor(s), or occupying a Conduit System and shall make an immediate report to the Owner of the occurrence of any such damage caused by CLEC's employees, agents or contractors. CLEC agrees to reimburse AT&T-22STATE for all reasonable Costs incurred by AT&T-22STATE for the physical repair of such Facilities damaged by the negligence of CLEC.
- 22.1.3 CLEC shall indemnify, protect and save harmless AT&T-22STATE, its directors, officers, employees and agents, AT&T-22STATE's other CLECs, and Joint User(s) from and against any and all claims, demands, causes of action, damages and Costs, including reasonable attorney's fees through appeals incurred by AT&T-22STATE, AT&T-22STATE's other CLECs and Joint User(s) as a result of acts by the CLEC, its employees, agents or contractors, including but not limited to the Costs of relocating Pole(s), Anchor(s), Guy(s), or Conduit System resulting from a loss of ROW or property owner consents and/or the Costs of defending those rights and/or consents.
- 22.1.4 The CLEC shall indemnify, protect and save harmless AT&T-22STATE, its directors, officers, employees and agents, AT&T-22STATE's other CLECs, and Joint User(s) from and against any and all claims, demands, causes of actions and Costs, including reasonable attorney's fees, through appeals for damages to property and injury or death to persons, including but not limited to payments under any Worker's Compensation Law or under any plan for employee's disability and death benefits, caused by, arising from, incident to, connected with or growing out of the erection, rearrangement, maintenance, presence, use or removal of CLEC's Facilities, or by their proximity to the Facilities of all parties attached to a Pole, Anchor and/or Guy, or placed in a Conduit System, or by any act or omission of the CLEC's employees, agents or contractors in the vicinity of AT&T-22STATE's Pole(s), Anchor(s), Guy(s), or Conduit System.
- 22.1.5 The CLEC shall indemnify, protect and save harmless AT&T-22STATE, its directors, officers, employees, and agents, AT&T-22STATE's other CLECs, and Joint User(s) from any and all claims, demands, causes of action and Costs, including attorneys' fees through appeals, which arise directly or indirectly from the construction and operation of CLEC's Facilities, including but not limited to taxes, special charges by others, claims and demands for damages or loss from infringement of copyrights, for libel and slander, for unauthorized use of television or radio broadcast programs and other program material, and from and against all claims, demands and Costs, including attorney's fees through appeals for infringement of patents with respect to the construction, maintenance, use and operation of CLEC's Facilities in combination with Pole(s), Anchor(s), Conduit Systems or otherwise.
- 22.1.6 CLEC shall promptly advise AT&T-22STATE of all claims relating to damage of property or injury to or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, by the erection, maintenance, repair, replacement, presence, use or removal of the CLEC's Facilities. CLEC shall promptly notify AT&T-22STATE in writing of any suits or causes of action which may involve AT&T-22STATE and, upon the request of AT&T-22STATE copies of all relevant accident reports and statements made to CLEC's insurer by CLEC or others shall be furnished promptly to AT&T-22STATE.



ATTACHMENT 04 - LOCAL NUMBER PORTABILITY AND NUMBERING



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1.0 Introduction

- 1.1 Nothing in this Attachment shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan (NANP) number resources from the numbering administrator including, but not limited to, central office (NXX) codes pursuant to the Central Office Code (NXX) Assignment Guidelines (most current version specified on Telcordia's website) or thousand-blocks (NXX-X) pursuant to the Thousands-Blocking Pooling Administration Guidelines (most current version specified on Telcordia's website), or to establish, by tariff or otherwise, Exchanges and Rate Centers corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.
- 1.2 Prior to providing local service in an **AT&T-22STATE** local Exchange Area, CLEC shall obtain a separate numbering resource (NXX or NXX-X) for each **AT&T-22STATE** Rate Center to ensure compliance with the industry-approved Central Office Code (NXX) Assignment Guidelines (most current version) or other industry approved numbering guidelines and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability). This will enable the Parties to identify the jurisdictional nature of traffic for Intercompany compensation until such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than an NXX or an NXX-X.
- 1.3 Parties shall assign telephone numbers only to those End Users that are physically in the Rate Center to which the NXX is assigned, subject to exceptions as noted in the numbering resource guidelines.
- 1.4 Each Party is responsible to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities.
- 1.5 Each Party is responsible to input required data into the Routing Data Base Systems (RDBS) and into the Telcordia Business Integrated Routing and Rating Database System (BIRRDs) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.
- 1.6 Neither Party is responsible for notifying the other Party's End Users of any changes in dialing arrangements, including those due to NPA relief.
- 1.7 NXX Migration:
 - 1.7.1 Where either Party has activated an entire NXX for a single End User, or activated more than half of an NXX for a single End User with the remaining numbers in that NXX either reserved for future use or otherwise unused, and such End User chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party provided that the requested rate center is the same rate center that physically serves the End User in a non-Foreign Exchange arrangement. Such transfer will require development of a transition process to minimize impact on the Network and on the End User(s)' service and will be subject to appropriate industry lead times (currently forty-five (45) calendar days) for movements of NXXs from one switch to another. The Party to whom the NXX is migrated will pay NXX migration charges per NXX to the Party formerly assigned the NXX as described in the Pricing Schedule.

2.0 Definitions

- 2.1 "Foreign Exchange" or "FX", as used in this Attachment, refers to number assignments and moves outside the Rate Centers with which a telephone number is ordinarily associated, and is different from the term "FX" in Attachment 02 - Network Interconnection, which refers to number assignment and moves outside of a mandatory local calling area.

- 2.2 "Service Management System" or "SMS", as used in the Attachment, is a database or computer system not part of the public switched network that, (1) interconnects to a Service Control Point (SCP), and sends to that SCP the information and call processing instructions needed for a network switch to process and complete a telephone call; and (2) provides telecommunications carriers with the capability of entering and storing data regarding the processing and completing of a telephone call.
- 2.3 "Service Provider Number Portability (SPNP) Data Base Query" means the End User terminating calls from the "N-1" Network to numbers in the Telephone Company's network with NXX codes that have been designated as number portable and the NXX has at least one number ported. **AT&T-22STATE** may be responsible for making a query to a database containing information necessary to route calls to number portable NXX codes.
- 2.4 "Intermediate Numbers" means the numbers provided for use by resellers, numbers in dealer numbering pools, numbers preprogrammed into End User premises equipment offered for retail sale, and numbers assigned to messaging service providers.
- 2.5 "Safety Valve Request" means a mechanism for carriers to request numbering resources apart from the general waiver process.

3.0 General Provisions

3.1 Requirements for LNP:

- 3.1.1 The Parties shall provide to each other, on a reciprocal basis, number portability in accordance with requirements of the Act and FCC Rules and Orders
- 3.1.2 The Parties shall follow industry guidelines, including but not limited to North American Numbering Council (NANC) Inter Service Provider Operations Flows, located on the Number Portability Administration Center's (NPAC) website, regarding LNP for all aspects of number portability, including the time frames for providing porting services to one another.
- 3.1.3 Either Party shall be permitted to block default-routed calls to protect the public switched telephone network from overload, congestion, or failure propagation.
- 3.1.4 When a ported telephone number becomes vacant, (e.g., the telephone number is no longer in service with the original End User), the ported telephone number will be released back to the carrier owning the switch (after aging if any) in which the telephone number's NXX-X is native.
- 3.1.5 Each Party shall be responsible for the End User's other Telecommunications related services and features, e.g., Directory Listings, E911, Line Information Database (LIDB), Operator Services), once that Party has ported the End User's telephone number to the Party's switch.
- 3.1.6 When purchasing the SPNP Database Query, CLEC will access **AT&T-22STATE** facilities via an SS7 link.
- 3.1.7 Where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the End User.

3.2 Limitations of Service for LNP:

- 3.2.1 Telephone numbers can be ported only within the Toll Message Rate Centers (TMRCs) as approved by the Commissions. "Porting within Rate Centers" refers to a limitation of changing service providers while the physical location of the End User remains with the wireline footprint of the Rate Center. If the End User changes his, her or its physical location from one Rate Center to another, the End User may not retain his, her or its telephone number (which is associated with the End User's previous Rate Center) as a basic network (non-FX) offering. An End User may retain his, her or its telephone number when moving from one

Rate Center to another by the use of a tariff FX or Remote Call Forwarding offering from the new service provider.

3.2.2 Telephone numbers of the following types shall not be ported:

3.2.2.1 AT&T-22STATE Official Communications Services (OCS) NXXs;

3.2.2.2 555, 950, 956, 976 and 900 numbers;

3.2.2.3 N11 numbers (e.g., 411 and 911);

3.2.2.4 toll-free service numbers (e.g., 800, 888, 877 and 866); and

3.2.2.5 disconnected or unassigned numbers.

3.2.3 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN. Choke numbers will be ported as described in Section 4.4.7.2 below of this Attachment.

3.3 Numbering:

3.3.1 If fulfilling CLEC's request for intermediate numbers results in AT&T-22STATE having to submit a request for additional telephone numbers to a national numbering administrator (either NANPA CO Code Administration, NeuStar Pooling Administration or their successors), AT&T-22STATE will submit the required numbering request to the national numbering administrator to satisfy CLEC's request for intermediate numbers. AT&T-22STATE will also pursue all appropriate steps (including submitting a Safety Valve Request (petition) to the Commission if the numbering request is denied by the national administrator) to satisfy CLEC's request for intermediate numbers. In these cases, AT&T-22STATE is not obligated to fulfill the request by CLEC for intermediate numbers unless, and until, AT&T-22STATE's request for additional numbering resources is granted.

3.3.2 CLEC agrees to supply supporting information for any numbering request and/or Safety Valve Request that AT&T-22STATE files pursuant to Section 3.3.1 above.

3.3.3 Each Party is responsible for providing to the other, valid test numbers; one number terminating to a voice announcement identifying the Company and one number terminating to a milliwatt tone providing answer supervision and allowing simultaneous connection from multiple test lines. Both numbers should remain in service indefinitely for regressive testing purposes.

3.4 Local Number Portability (LNP) and Numbering:

3.4.1 Porting of Resale Numbers:

3.4.1.1 As the network provider, AT&T-22STATE will port telephone numbers, both in and out, on behalf of CLEC at the request of an End User. CLEC will provide to AT&T-22STATE such information as required to issue Local Service Requests (LSR) to port numbers in.

3.5 Non-discriminatory Access to Telephone Numbers:

3.5.1 Where AT&T-22STATE provides Resale services, AT&T-22STATE will provide telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. CLEC acknowledges that such access to telephone numbers shall be in accordance with the appropriate FCC rules, regulations and industry guidelines.

4.0 Product Specific Service Delivery Provisions

4.1 Service Description for LNP:

- 4.1.1 The LRN software of the switch in which the assigned numbering resource (e.g., NXX or NXX-X) is native determines if the called party is in a portable NXX. When a calling Party places a telephone call, if the called party is in a portable NXX, a query will be launched to the LNP database to determine whether or not the called number has been ported.
- 4.1.2 When the called number has been ported, an LRN will be returned to the switch that launched the query. Following the query, the LRN of the called number will appear in the Called Party Number (CdPN) field of the SS7 message and the called number will appear in the Generic Address Parameter (GAP) field.
- 4.1.3 When the query does not return an LRN, the call will be completed based upon the dialed digits.
- 4.1.4 When the LNP database is queried, the Forward Call Identifier (FCI) field's entry will be changed from 0 to 1 by the switch triggering the query, regardless of whether the called number has been ported or not.
- 4.1.5 Where technically feasible, the Parties shall populate the Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the terminating switch.

4.2 "N-1" Query Methodology for LNP:

- 4.2.1 The Parties shall follow the "N-1" query methodology in performing queries of the LNP database, as provided below. As provided by Industry standards, the "N-1" carrier is the carrier in the call routing sequence immediately prior to the terminating carrier's End Office, or the terminating carrier's End Office tandem. The "N-1" carrier shall perform the LNP database query. If the "N-1" carrier fails to perform the LNP database query, the terminating carrier shall perform a query of the LNP database, and shall be permitted to charge the "N-1" carrier for the query. Refer to the LNP Working Group Best Practice for additional information, located in the Local Number Portability Administration section of the NPAC website.
- 4.2.2 For interLATA or intraLATA toll calls carried by another carrier, the originating carrier will pass the call to the appropriate toll carrier, which will perform a query of the LNP database and efficiently route the call to the appropriate terminating local carrier, either directly or through an access tandem office. Where one carrier is the originating local service provider (LSP) and the other carrier is the designated toll carrier, the designated toll carrier is the "N-1" carrier. The originating LSP will not query toll calls delivered to the toll carrier or charge the toll carrier for such queries.
- 4.2.3 For local calls to ported numbers, the originating carrier is the "N-1" carrier. The originating carrier will query the LNP database and route the call to the appropriate terminating carrier.
- 4.2.4 For local calls to any NXX from which at least one number has been ported, the Party that owns the originating switch shall query an LNP database as soon as the call reaches the first LNP-capable switch in the call path. The Party that owns the originating switch shall query on a local call to an NXX in which at least one number has been ported via LNP prior to any attempts to route the call to any other switch. Prior to the first number in an NXX being ported via LNP, AT&T-22STATE may query all calls directed to that NXX, provided that AT&T-22STATE's queries shall not adversely affect the quality of service to CLEC's End Users as compared to the service AT&T-22STATE provides its own End Users, and that queries to NXXs where the first number has not been ported are not charged to the "N-1" Carrier.
- 4.2.5 A Party shall be charged for an LNP query by the other Party only if the Party to be charged is the N-1 carrier and was obligated to perform the LRN query but failed to do so, pursuant to conditions set forth in CFR 47, Section 52.33. The only exception will be if the FCC rules (Docket No. 95-116) that the

terminating carrier may charge the "N-1" carrier for queries initiated before the first number is ported in an NXX.

- 4.2.6 Rates, terms and conditions for LNP queries performed by AT&T-22STATE are set forth in the applicable FCC Tariff.

4.3 Ordering for LNP:

- 4.3.1 Porting of numbers from NXXs marked as portable in the LERG will be initiated via LSRs based on Ordering and Billing Forum (OBF) guidelines and in accordance with the provisions of Attachment 07 - Operations Support System (OSS).
- 4.3.2 For the purposes of this Attachment, the Parties may use a project management approach for the implementation of LSRs for large quantities of ported numbers or for complex porting processes. With regard to such managed projects, the Parties may negotiate implementation details such as, but not limited to: Due Date, Cutover Intervals and Times, Coordination of Technical Resources, and Completion Notice.

4.4 Provisioning for LNP:

- 4.4.1 The Parties will remove a ported number from the End Office from which the number is being ported as close to the requested time as reasonably practicable, except under the conditions listed in Section 4.4.3 below and Section 4.4.4 below, respectively. The Parties recognize that it is in the best interest of the End User for this removal to be completed in the most expedient manner possible.
- 4.4.2 Unconditional Ten-Digit Trigger. If the Unconditional Ten-Digit Trigger is set, calls originating from the old switch will query the database and route to the new switch without the number being disconnected. The ported number must be removed at the same time that the Unconditional Ten-Digit Trigger is removed.
- 4.4.2.1 The Parties agree to provide Unconditional Ten-Digit Trigger wherever technically feasible.
- 4.4.3 Project Orders. For project requests, the Parties will negotiate time frames for the disconnection of the numbers in the old switch.
- 4.4.4 Coordinated Orders. Orders worked on a coordinated basis will be coordinated by the Parties until the numbers are disconnected in the old switch.
- 4.4.5 The Parties shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the affected End User. The Parties will use their best efforts to update their respective Local Service Management Systems (LSMS) from the NPAC SMS data within fifteen (15) minutes after receipt of a download from the NPAC SMS (the current NANC goal for such updating).
- 4.4.6 At the time a telephone number is ported via LNP, the Party from which the number is being ported shall insure that the LIDB entry for that number is de-provisioned.
- 4.4.7 Mass Calling:
- 4.4.7.1 The HVCI Network is designed to ease the network congestion that occurs when large numbers of incoming telephone calls are solicited by an End User, such as a radio station or a ticket agency.
- 4.4.7.1.1 HVCI is also known as:
- 4.4.7.1.1.1 Choke Network
- 4.4.7.1.1.2 Mass Calling



4.4.7.1.1.3 Public Response Choke Network

4.4.7.2 Using a non-LRN process, **AT&T-22STATE** will offer the ability to port telephone numbers with mass calling NXX codes via the use of pseudo codes or route index numbers.

4.4.8 Operator Services, LIDB and Directory Assistance:

4.4.8.1 The Provisions of this Agreement pertaining to Operator Services, LIDB and Directory Assistance shall also apply when LNP is in place.

4.4.9 Porting of Direct Inward Dialing (DID) Block Numbers:

4.4.9.1 DID block numbers shall be portable in the same manner as other local telephone numbers, subject to the modifications and/or limitations provided herein.

4.4.9.2 The Parties shall offer LNP to End Users for any portion of an existing DID block without being required to port the entire block of DID numbers.

4.4.9.3 The Parties shall permit End Users which port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers, provided such is consistent with applicable tariffs.

5.0 Other

5.1 Pricing for LNP:

5.1.1 With the exception of lawful query charges, the Parties shall not charge each other for the porting of telephone numbers as a means for the other to recover the costs associated with LNP.



ATTACHMENT 05 - 911-E911



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1.0 Introduction

- 1.1 This Attachment sets forth terms and conditions by which **AT&T-22STATE** will provide CLEC with access to **AT&T-22STATE**'s 911 and E911 Databases and provide Interconnection and Call Routing for purposes of 911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.
- 1.2 The Parties acknowledge and agree that **AT&T-22STATE** can only provide E911 Service in a territory where an **AT&T-22STATE** is the E911 network provider, and that only said service configuration will be provided once it is purchased by the E911 Customer and/or PSAP. Access to **AT&T-22STATE**'s E911 Selective Routers and E911 Database Management System will be by mutual agreement between the Parties.
- 1.3 For CLEC's own switches, **AT&T-22STATE** shall provide access to its E911 Selective Routers as described herein only where the PSAP and/or E911 Customer served by the E911 Selective Routers has approved CLEC to carry E911 Emergency Services calls, which approval is subject to being revoked, conditioned, or modified by the PSAP and/or E911 Customer at any time.

2.0 Definitions

- 2.1 "911 System" means the set of network, database and customer premise equipment (CPE) components required to provide 911 service.
- 2.2 "911 Trunk" or "E911 Trunk" means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from CLEC's End Office to the E911 system.
- 2.3 "Automatic Location Identification (ALI)" means the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.
- 2.4 "Automatic Number Identification (ANI)" means the telephone number associated with the access line from which a call to 911 originates.
- 2.5 "Company Identifier" or "Company ID" means a three (3) to five (5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End User. The Company Identifier is maintained by NENA in a nationally accessible database.
- 2.6 "Database Management System (DBMS)" means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing (SR) and/or ALI for 911 systems.
- 2.7 "E911 Customer" means a municipality or other state or local government unit, or an authorized agent of one (1) or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one (1) telephone number, 911.
- 2.8 "E911 Universal Emergency Number Service (E911)" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service") or "E911 Service" means a telephone Exchange communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes ANI, ALI, and/or SR.
- 2.9 "Emergency Services" means police, fire, ambulance, rescue, and medical services.
- 2.10 "Emergency Service Number (ESN)" means a three (3) to five (5) digit number representing a unique combination of Emergency Services agencies designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates SR and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper Emergency Services agency (ies).

- 2.11 "National Emergency Number Association (NENA)" is a not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number". NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.
- 2.12 "Public Safety Answering Point (PSAP)" means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 2.13 "Selective Routing" (SR) means the routing and "E911 Selective Router" (E911 SR) means the equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. SR is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

3.0 AT&T Responsibilities

- 3.1 AT&T-22STATE shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to provide CLEC with nondiscriminatory access to E911 Emergency Service as described in this Attachment.
- 3.2 Call Routing:
- 3.2.1 AT&T-22STATE will route 911 calls from the AT&T-22STATE SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.
- 3.2.2 AT&T-22STATE will forward the ANI to the calling party number it receives from CLEC and the associated 911 ALI to the PSAP for display. If no ANI is forwarded by CLEC, AT&T-22STATE will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by the CLEC, but no ALI record is found in the E911 DBMS, AT&T-22STATE will report this "No Record Found" condition to the CLEC in accordance with NENA standards.
- 3.3 Facilities and Trunking:
- 3.3.1 AT&T-22STATE shall provide and maintain sufficient dedicated E911 Trunks from AT&T-22STATE's E911 SR to the PSAP of the E911 Customer, according to provisions of the appropriate state Commission-approved tariff and documented specifications of the E911 Customer.
- 3.3.2 AT&T-22STATE will provide facilities to interconnect the CLEC to the AT&T-22STATE's E911SR, as specified in Attachment 02 -Network Interconnection of this Agreement or per the requirements set forth via the applicable state tariff. Additionally, CLEC has the option to secure interconnection facilities from another provider or provide such interconnection using their own facilities. If diverse facilities are requested by CLEC, AT&T-22STATE will provide such diversity where technically feasible, at standard applicable tariff rates.
- 3.4 Database:
- 3.4.1 Where AT&T-22STATE manages the E911 Database, AT&T-22STATE shall provide CLEC access to the E911 Database to store CLEC's End User "911 Records" (i.e., the name, address, and associated telephone number(s) for each of CLEC's End Users). CLEC or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.
- 3.4.2 Where AT&T-22STATE manages the E911 Database, AT&T-22STATE shall coordinate access to the AT&T-22STATE DBMS for the initial loading and updating of CLEC End User 911 Records.

- 3.4.3 Where AT&T-22STATE manages the E911 Database, AT&T-22STATE's E911 Database shall accept electronically transmitted files that are based upon NENA standards. Manual (i.e., facsimile) entry shall be utilized only in the event that the DBMS is not functioning properly.

4.0 CLEC Responsibilities

4.1 Call Routing (for CLEC's own switches):

- 4.1.1 CLEC will transport the appropriate 911 calls from each Point of Interconnection (POI) to the appropriate AT&T-22STATE E911 SR location.
- 4.1.2 CLEC will forward the ANI information of the party calling 911 to the AT&T-22STATE E911 SR.

4.2 Facilities and Trunking (for CLEC's own switches):

- 4.2.1 CLEC shall be financially responsible for the transport facilities to each AT&T-22STATE E911 SR that serves the Exchange Areas in which CLEC is authorized to and will provide Telephone Exchange Service.
- 4.2.2 CLEC acknowledges that its End Users in a single local calling scope may be served by different E911 SRs and CLEC shall be financially responsible for the transport facilities to route 911 calls from its End Users to the proper E911 SR.
- 4.2.3 CLEC shall order a minimum of two (2) one-way outgoing E911 Trunk(s) dedicated for originating 911 Emergency Service calls for each default PSAP or default ESN to interconnect to each appropriate AT&T-22STATE E911 SR, where applicable. Where Signaling System 7 (SS7) connectivity is available and required by the applicable E911 Customer, the Parties agree to implement Common Channel Signaling (CCS) trunking rather than Multi-Frequency (MF) trunking.
- 4.2.4 CLEC is responsible for ordering a separate E911 Trunk group from AT&T-22STATE for each county, default PSAP or other geographic area that the CLEC serves if the E911 Customer for such county or geographic area has a specified varying default routing condition. Where PSAPs do not have the technical capability to receive 10-digit ANI, E911 traffic must be transmitted over a separate trunk group specific to the underlying technology. CLEC will have administrative control for the purpose of issuing ASRs on this trunk group. Where the parties utilize SS7 signaling and the E911 network has the technology available, only one (1) E911 Trunk group shall be established to handle multiple NPAs within the local Exchange Area or LATA. If the E911 network does not have the appropriate technology available, a SS7 trunk group shall be established per NPA in the local Exchange Area or LATA. In addition, 911 traffic originating in one (1) NPA must be transmitted over a separate 911 Trunk group from 911 traffic originating in any other NPA 911.
- 4.2.5 CLEC shall maintain facility transport capacity sufficient to route 911 traffic over trunks dedicated to 911 Interconnection between the CLEC switch and the AT&T-22STATE E911 SR.
- 4.2.6 CLEC shall order sufficient trunking to route CLEC's originating 911 calls to the designated AT&T-22STATE E911 SR.
- 4.2.7 Diverse (i.e., separate) 911 facilities are highly recommended and may be required by the Commission or E911 Customer. If required by the E911 Customer, diverse 911 Trunks shall be ordered in the same fashion as the primary 911 Trunks. CLEC is responsible for initiating trunking and facility orders for diverse routes for 911 Interconnection.
- 4.2.8 CLEC is responsible for determining the proper quantity of trunks and transport facilities from its switch (es) to interconnect with the AT&T-22STATE E911 SR.
- 4.2.9 CLEC shall engineer its 911 Trunks to attain a minimum P.01 grade of service as measured using the time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard

Neal-Wilkinson Trunk Group Capacity algorithms (using Medium day-to-day Variation and 1.0 Peakedness factor), or such other minimum grade of service as required by Applicable Law.

- 4.2.10 CLEC shall monitor its 911 Trunks for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional 911 Trunks are needed to meet the current level of 911 call volumes, CLEC shall provision additional 911 Trunks for Interconnection with AT&T-22STATE.
- 4.2.11 CLEC is responsible for the isolation, coordination and restoration of all 911 facility and trunking maintenance problems from CLEC's demarcation (for example, collocation) to the AT&T-22STATE E911 SR(s). CLEC is responsible for advising AT&T-22STATE of the 911 Trunk identification and the fact that the trunks are dedicated for 911 traffic when notifying AT&T-22STATE of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. AT&T-22STATE will refer network trouble to CLEC if no defect is found in AT&T-22STATE's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.
- 4.2.12 CLEC will not turn up live traffic until successful testing of E911 Trunks is completed by both Parties.
- 4.2.13 Where required, CLEC will comply with Commission directives regarding 911 facility and/or 911 Trunking requirements.
- 4.3 Database:
 - 4.3.1 Once the 911 Interconnection between CLEC and all appropriate AT&T-22STATE E911 SR(s) has been established and tested, CLEC or its representatives shall be responsible for providing CLEC's End User 911 Records to AT&T-22STATE for inclusion in AT&T-22STATE's DBMS on a timely basis.
 - 4.3.2 CLEC or its agent shall provide initial and ongoing updates of CLEC's End User 911 Records that are Master Street Address Guide (MSAG) valid in electronic format based upon established NENA standards.
 - 4.3.3 CLEC shall adopt use of a Company/NENA ID on all CLEC End User 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.
 - 4.3.4 CLEC is responsible for providing AT&T-22STATE updates to the E911 database; in addition, CLEC is responsible for correcting any errors that may occur during the entry of their data to the AT&T-22STATE 911 DBMS.

5.0 Responsibilities of the Parties

- 5.1 For CLEC's own switch(es), both Parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating E911 calls from CLEC's POI to the designated AT&T-22STATE E911 SR(s).
 - 5.1.1 AT&T-22STATE and CLEC will cooperate to promptly test all trunks and facilities between CLEC's network and the AT&T-22STATE E911 SR(s).
- 5.2 911 Surcharge Remittance to PSAP:
 - 5.2.1 For CLEC's own switch(es), the Parties agree that:
 - 5.2.1.1 AT&T-22STATE is not responsible for collecting and remitting applicable 911 surcharges or fees directly to municipalities or government entities where such surcharges or fees are assessed by said municipality or government entity, and
 - 5.2.1.2 AT&T-22STATE is not responsible for providing the 911 Customer detailed monthly listings of the actual number of access lines, or breakdowns between the types of access lines (e.g., residential, business, payphone, Centrex, PBX, and exempt lines).

- 5.2.1.3 Facility based CLECs shall be responsible for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate PSAP or other governmental authority responsible for collection of such fees and surcharges.
- 5.2.2 For Resellers, the ILEC shall serve as a clearinghouse between Resellers and PSAPs except where state law requires CLEC to collect and remit directly to the appropriate 911 Authority. The Parties agree that:
 - 5.2.2.1 AT&T-13STATE shall include Reseller information when providing the 911 Customer with detailed monthly listings of the actual number of access lines, or breakdowns between the types of access lines (e.g., residential, business, payphone, Centrex, PBX, and exempt lines).
 - 5.2.2.2 AT&T SOUTHEAST REGION 9-STATE will provide the 911 Customer a monthly settlement letter which provides the total number of access lines broken down into residence and business line totals only. If state statutes require a break out of Reseller information, the AT&T SOUTHEAST REGION 9-STATE shall include this information upon request by the 911 Customer.

6.0 Methods and Practices

- 6.1 With respect to all matters covered by this Attachment, each Party will comply with all of the following to the extent that they apply to access to 911 and E911 Databases: (i) all FCC and applicable Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of AT&T-22STATE's Commission-ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

7.0 Contingency

- 7.1 The terms and conditions of this Attachment represent a negotiated plan for providing access to 911 and E911 Databases, and providing interconnection and call routing for purposes of 911 call completion to a PSAP as required by Section 251 of the Act.
- 7.2 The Parties agree that the 911 System as provided herein is for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by AT&T-22STATE and CLEC.
 - 7.2.1 In AT&T TEXAS only:
 - 7.2.1.1 These specifications shall be documented in Exhibit I, CLEC Serving Area Description and E911 Interconnection Details. CLEC shall complete its portion of Exhibit I and submit it to AT&T TEXAS not later than forty-five (45) Business Days prior to the passing of live traffic. AT&T TEXAS shall complete its portion of Exhibit I and return Exhibit I to CLEC not later than thirty (30) Business Days prior to the passing of live traffic.
 - 7.2.1.2 CLEC must obtain documentation of the approval of the completed Exhibit I from the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which CLEC's End Users are located. CLEC shall provide documentation of all requisite approval(s) to AT&T TEXAS prior to use of CLEC's E911 connection for actual emergency calls.
 - 7.2.1.3 Each Party will designate a representative who has the authority to complete additional Exhibit(s) I to this Attachment when necessary to accommodate expansion of the geographic area of CLEC into the jurisdiction of additional PSAP(s) or to increase the number of 911 Trunks. CLEC must obtain approval of each additional Exhibit I, as set forth in Section 7.2 above, and shall furnish documentation of all requisite approval(s) of each additional Exhibit I in accordance with Section 7.2 above.



8.0 Basis of Compensation

- 8.1 Rates for access to 911 and E911 Databases, Interconnection and call routing of E911 call completion to a PSAP as required by Section 251 of the Act are set forth in the Pricing Schedule or applicable AT&T-22STATE Commission-approved access tariff.



ATTACHMENT 06 - CUSTOMER INFORMATION SERVICES



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1.0 Introduction

1.1 The following services are provided as Customer Information Services – Operator Services/Directory Assistance (OS/DA), Inward Assistance Operator Services (INW), Directory Assistance Listings (DAL) and White Pages.

1.2 OS/DA:

1.2.1 This Attachment sets forth the rates, terms and conditions under which the Parties shall jointly carry out OS and DA on a wholesale basis for CLEC End Users residing in AT&T-22STATE's local Exchange territory, regardless of whether CLEC is serving its End Users via:

1.2.1.1 CLEC's own physical Switches,

1.2.1.2 Resale of AT&T-22STATE Retail OS/DA service, or

1.2.1.3 Leased Local Circuit Switching from AT&T-22STATE

1.2.2 CLEC shall be the retail OS/DA provider to its End Users, and AT&T-22STATE shall be the wholesale provider of OS/DA operations to CLEC. AT&T-22STATE shall answer CLEC's End User OS/DA calls on CLEC's behalf, as follows:

1.2.2.1 When the End User dials 0- or 0+ the Telephone Number, AT&T-22STATE shall provide the Operator Services described in Section 3.4 below. CLEC is free to set its own retail OS/DA rates, and CLEC therefore acknowledges its responsibility (a) to obtain End User agreement to the OS/DA retail rates (i.e. by tariff or contract), and (b) to obtain any necessary regulatory approvals for its OS/DA retail rates.

1.2.2.2 In response to End User inquiries about OS/DA rates, where technically feasible, AT&T-22STATE operators shall quote CLEC retail OS/DA rates, provided by CLEC (see Section 3.6 below). If further inquiries are made about rates, billing and/or other "business office" questions, AT&T-22STATE's OS/DA operators shall direct the calling Party's inquiries to a CLEC-provided contact number (also see Section 3.6 below).

1.2.3 CLEC shall pay the applicable OS/DA rates found in the Pricing Schedule based upon CLEC's status as a Facilities-Based CLEC or a reseller. Provided however, CLEC may serve both as a reseller and as a facilities-based provider, and CLEC may convert facilities-based End Users to Resale service, or vice versa, as described below in Section 3.6.8 below.

1.2.3.1 CLEC acknowledges and understands that wholesale OS/DA rates differ between Resale and facilities-based service, and that both types of OS/DA wholesale rates are listed in the Pricing Schedule.

1.2.3.2 Billing and payment details, including the assessment of late payment charges for unpaid balances, are governed by the General Terms and Conditions in this Agreement.

1.3 INW:

1.3.1 This Attachment also sets forth terms and conditions for INW for Facility-Based CLECs.

1.3.2 Where technically feasible and available, the AT&T-22STATE INW operator will provide the Busy Line Verification (BLV) service and Busy Line Verification/Interrupt (BLV/I) service when reached by an operator dialing the appropriate Toll Center Code in addition to the inward code.

1.4 DAL:

1.4.1 This Attachment sets forth terms and conditions for which CLEC agrees to purchase DAL information as provided by AT&T-22STATE.

1.5 White Pages:

- 1.5.1 This Attachment sets forth terms and conditions that apply to switched-based CLECs for subscriber listing information in White Page directories provided by **AT&T-22STATE** owned ILEC and the CLEC.

2.0 Definitions

- 2.1 "CLEC Subscriber" means CLEC End User, as End User is defined in the General Terms and Conditions of this Agreement.
- 2.2 "General Assistance" means a service in which an operator calls the INW operator seeking assistance in dialing a number. For example, the assistance could be required for attempting to dial a number where a 'no ring' condition has been encountered.
- 2.3 "Busy Line Verification (BLV)" means a service in which an operator asks the INW operator to verify a conversation in progress.
- 2.4 "Busy Line Verification/Interrupt (BLV/I)" means a service in which an operator asks the INW operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.
- 2.5 "Toll Center Code" means the three digit Access Tandem Code (ATC) code that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions. An operator dials the appropriate area code + ATC + OPR SVC CODE to obtain INW.
- 2.6 "Operator Service Code (OPR SVC CODE)" means the operator dialable code assigned in the LERG for INW.
- 2.7 "Facilities-Based CLEC" – A CLEC that provides service through its own switch, a Third Party provider's switch or via local circuit switching leased from **AT&T-22STATE** via a stand-alone agreement.

3.0 Operator Services (OS) / Directory Services (DA)

3.1 Dialing Parity:

- 3.1.1 **AT&T-22STATE** will provide OS/DA to CLEC's End Users with no unreasonable dialing delays and at dialing parity with **AT&T-22STATE** retail OS/DA services.

3.2 Response Parity:

- 3.2.1 CLEC's End Users shall be answered by **AT&T-22STATE**'s OS and DA platforms with the same priority and using the same methods as for **AT&T-22STATE**'s retail End Users.
- 3.2.2 Any technical difficulties in reaching the **AT&T-22STATE** OS/DA platform (e.g., cable cuts in the OS/DA trunks, unusual OS/DA call volumes, etc.) will be experienced at parity with **AT&T-22STATE** retail End Users served via that same **AT&T-22STATE** End Office Switch.

3.3 Requirements to Physically Interconnect:

- 3.3.1 This Section describes the Parties' physical interconnection and trunking requirements for a Facility-Based CLEC that wishes to interconnect with **AT&T-22STATE**'s OS/DA switches
- 3.3.2 The demarcation point for OS/DA traffic between the Parties' networks need not coincide with the Point of Interconnection (POI) for the physical interconnection of all other inter-carrier voice traffic, but at a minimum must be in the Local Access And Transport Area (LATA) within which the CLEC's OS/DA traffic originates.
- 3.3.2.1 Because CLEC's switch may serve End Users in more than one LATA, the Parties agree that CLEC's OS/DA traffic originates from the physical location of the End User dialing 0-, 0+, 411, 1411, or 555-1212 and not the physical location of CLEC's switch.

- 3.3.2.2 To the extent CLEC is serving via circuit-switched wireless technology, the physical location of the End User dialing 0-, 0+, 411, 1411, or 555-1212 shall be deemed the End User's physical billing address, regardless of whether the End User may be roaming at the time of placing the OS/DA call.
- 3.3.3 The Parties will establish an OS/DA demarcation point at the **AT&T-22STATE**'s OS/DA switch. By mutual agreement, an alternative OS/DA demarcation point may be determined based on the following factors:
- 3.3.3.1 The size and type of facilities needed to carry CLEC's switch-based OS/DA traffic;
- 3.3.3.2 Whether CLEC wishes to interconnect for only OS, or only DA, or both;
- 3.3.3.3 Whether CLEC or CLEC's Affiliate is collocated in an **AT&T-22STATE** Local Tandem office and wishes to use the collocation as the OS/DA demarcation point; and
- 3.3.3.4 Whether CLEC or CLEC's Affiliate already has existing OS/DA facilities in place to the **AT&T-22STATE**'s OS/DA platforms.
- 3.3.4 CLEC shall be financially responsible for the transport facilities to the **AT&T-22STATE**'s switch(es). CLEC may self-provision these OS/DA facilities, lease them from Third Parties, or lease them from **AT&T-22STATE**'s intrastate Special Access Tariff.
- 3.3.5 General OS/DA Trunking Requirements:
- 3.3.5.1 CLEC will initiate an Access Service Request (ASR) for all OS/DA trunk groups from its switch to the appropriate **AT&T-22STATE** OS/DA switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling. Unless technically infeasible, **AT&T-22STATE** will provision all such one-way trunk groups in the same manner and at the same intervals as for all other interconnection trunks between the Parties.
- 3.3.5.2 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the **AT&T-22STATE** End Offices to the **AT&T-22STATE** OS/DA switches that are equipped to accept 10-Digit Signaling for Automatic Number Identification (ANI).
- 3.3.5.3 Where EAOSS is not available, Modified Operator Services Signaling (MOSS) will be utilized, and a segregated one-way trunk group with MF signaling will be established from CLEC to each **AT&T-22STATE** OS/DA switch for each served Numbering Plan Area (NPA) in the LATA.
- 3.3.6 Specific OS/DA Trunk Groups, and their Requirements:
- 3.3.6.1 OS Trunks:
- 3.3.6.1.1 CLEC shall establish a one-way trunk group from CLEC's switch to the **AT&T-22STATE** OS switch serving OS End Users in that LATA. An OS only trunk group will be designated with the appropriate OS traffic use code and modifier. If the trunk group transports combined OS/DA/DACC over the same trunk group, then the group will be designated with a different traffic use code and modifier for combined services. CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.
- 3.3.6.2 DA/DA Call Completion (DACC) Trunks:
- 3.3.6.2.1 Where permitted, CLEC shall establish a one-way trunk group from CLEC's switch to the **AT&T-22STATE** DA switch serving DA End Users in that LATA. If the trunk group transports DA/DACC only, but not OS, then the trunk group will be designated with the appropriate DA traffic use code and modifier.

3.3.6.2.2 In **AT&T-22STATE**, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with a different appropriate traffic use code and modifier from that used for a DA/DACC only trunk group. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

3.3.6.2.3 In **AT&T SOUTHEAST REGION 9-STATE**, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with an appropriate traffic use code and modifier. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

3.3.6.3 Busy Line Verification/Emergency Interrupt (BLV/EI) Trunks:

3.3.6.3.1 Where available, when CLEC wishes for **AT&T-22STATE** to perform Busy Line Verification or Emergency Interrupt for CLEC End Users a segregated one-way BLV trunk group with MF signaling from **AT&T-22STATE**'s Operator Services switch to CLEC's switch serving End Users in that LATA will be required. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. The BLV trunk group will be designated with the appropriate traffic use code and modifier.

3.4 OS Offerings:

3.4.1 Operator Services Rate Structure:

3.4.1.1 **AT&T-22STATE** will assess its OS charges based upon whether the CLEC End User is receiving (a) manual OS (i.e., provided a live Operator), or (b) automated OS (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without live Operators where feasible). The Pricing Schedule contains the full set of OS recurring and nonrecurring rates.

3.4.2 Operator Services Call Processing:

3.4.2.1 Whether manual or automated, **AT&T-22STATE** will provide the following services when processing a 0- or 0+ dialed call from CLEC's line, regardless of whether DA is also requested:

3.4.2.1.1 General Assistance - The End User dialing 0- or 0+, asks the OS Operator to provide local and intraLATA dialing assistance for the purposes of completing calls, or requesting information on how to place calls e.g., handling emergency calls, handling credits etc.

3.4.2.1.2 Calling Card - The End User dialing 0- or 0+, provides the OS Operator with a Calling Card number for billing purposes, and seeks assistance in completing the call.

3.4.2.1.3 Collect - The End User dialing 0- or 0+, asks the OS Operator to bill the charges associated with the call to the called number, provided such billing is accepted by the called number.

3.4.2.1.4 Third Number Billed - The End User dialing 0- or 0+, asks the OS Operator to bill the call to a different number than the calling or called number.

3.4.2.1.5 Person-To-Person Service - The End User dialing 0- or 0+, asks the OS Operator for assistance in reaching a particular person or a particular PBX station, department or office to be reached through a PBX attendant. This service applies

even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified.

3.4.2.1.6 Busy Line Verification - A service in which the End User dialing 0- asks the OS Operator to check the requested line for conversation in progress and advise the caller of the status.

3.4.2.1.7 Busy Line Interrupt - A service in which the End User dialing 0- asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.

3.5 DA Offerings:

3.5.1 DA Rate Structure:

3.5.1.1 **AT&T-22STATE** charges one rate for local DA, and a separate rate for all other DA products. In both cases DA charges are assessed on a flat rate per call, regardless of call duration. The Pricing Schedule contains the recurring and nonrecurring rates.

3.5.2 DA Call Processing:

3.5.2.1 Where technically feasible and available, **AT&T-22STATE** will provide the following DA Services when a CLEC End User served dials 411, 1-411, or 555-1212 regardless of whether CLEC also requests OS from **AT&T-22STATE**:

3.5.2.1.1 Local Directory Assistance - Consists of providing published name, address and telephone number to the dialing End User.

3.5.2.1.2 Directory Assistance Call Completion (DACC) - A service in which a local or an intraLATA call to the requested number is completed on behalf of the DA End User, utilizing an automated voice system or with operator assistance.

3.5.2.1.3 National Directory Assistance (NDA) - A service whereby callers may request DA outside their LATA or local calling area for any listed telephone number in the United States.

3.5.2.1.4 Reverse Directory Assistance (RDA) - An Information Service consisting of providing listed local and national name and address information associated with a telephone number provided by the individual originating the call.

3.5.2.1.5 Business Category Search (BCS) - Where available, a service in which the End User may request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

3.6 OS/DA Non-recurring Charges for Loading Automated Call Greeting (i.e. Brand Announcement), Rates and Reference Information:

3.6.1 The incoming OS/DA call is automatically answered by a pre-recorded greeting loaded into the OS/DA switch itself, prior to being handled by automated equipment or a live operator. CLEC may custom brand or brand with silence.

3.6.1.1 CLEC will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTQ), to **AT&T-22STATE** in conformity with the format, length, and other requirements specified for all CLECs on the AT&T CLEC Online website.

- 3.6.1.2 **AT&T-22STATE** will then perform all of the loading and testing of the announcement for each applicable OS/DA switch prior to live traffic. CLEC may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner. CLEC will be responsible for paying subsequent loading and testing charges.
- 3.6.2 If CLEC does not wish to custom brand the OS/DA calls, CLEC End Users will hear silence upon connecting with the OS/DA switch by having **AT&T-22STATE** load a recording of silence into the automatic, pre-recorded announcement slot, set for the shortest possible duration allowed by the switch, to then be routed to automated or live operators as with all other OS/DA calls, for which brand loading charges will still apply.
- 3.6.2.1 CLEC understands that End Users may not perceive silent announcements as ordinary mechanical handling of OS/DA calls.
- 3.6.2.2 CLEC agrees that if it does not brand the call, CLEC shall indemnify and hold **AT&T-22STATE** harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing End User.
- 3.6.3 **AT&T-22STATE** will be responsible for loading the CLEC-provided recording or the silent announcement into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to **AT&T-22STATE** retail End Users. CLEC will be responsible for paying the initial recording or silent announcement loading charges, and thereafter, the per-call charge as well as any subsequent loading charges if a new recordings or silent announcements are provided as specified above.
- 3.6.4 Branding/Silent Announcement load charges are assessed per loaded recording, per OCN, per switch. For example, a CLEC Reseller may choose to brand under a different name than its facility-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the Branding/Silent Announcement charge. These charges are mandatory, nonrecurring, and are found in the Pricing Schedule.
- 3.6.5 Where Reference Rater is available, the applicable CLEC-charged retail OS/DA rates and a CLEC-provided contact number (e.g., reference to a CLEC business office or repair call center) are loaded into the system utilized by the OS/DA Operator.
- 3.6.6 Where Reference Rater is available, **AT&T-22STATE** will be responsible for loading the CLEC-provided OS/DA retail rates and the CLEC-provided contact number(s) into the OS/DA switches. CLEC will be responsible for paying the initial reference and rate loading charges.
- 3.6.7 Rate/Reference load charges are assessed per loaded set of rates/references, where Reference Rater is available, per OCN, per state. For example, a CLEC reseller may choose to rate differently than its facility-based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, with each loading incurring the Rate/Reference charge. These charges are mandatory, nonrecurring and are found in the Pricing Schedule.
- 3.6.8 Converting End Users from Prior Branded Service to CLEC or Silent-Branded Service, or between Resale and facilities-based service:
- 3.6.8.1 To the extent that CLEC has already established the Branding/Silent Announcement recording in **AT&T-22STATE** OS/DA switches for both Resale and facilities-based service, then no Non-Recurring Charges apply to the conversion of End Users from prior Resale OS/DA wholesale service to facilities-based OS/DA wholesale service, or vice versa.
- 3.6.8.2 To the extent that CLEC has not established the Branding/Silent Announcement recording in **AT&T-22STATE** OS/DA switches for Resale and/or facilities-based service, then Non-Recurring

Charges apply to set up the OS/DA call for the new type of service, as is described in Section 3.6 above, and at the rates set forth in the Pricing Schedule.

4.0 Inward Assistance Operator Services (INW)

4.1 Responsibilities of the Parties:

- 4.1.1 To the extent that CLEC elects to interconnect with **AT&T-22STATE**'s operator assistance switches, the CLEC's responsibilities are described below.
- 4.1.2 CLEC shall be financially responsible for the transport facilities to the **AT&T-22STATE**'s switch(es). CLEC may self-provision these INW facilities, lease them from Third Parties, or lease them from **AT&T-22STATE**'s intrastate Special Access Tariff.
- 4.1.3 The CLEC will initiate an ASR for a one-way trunk group from its designated operator assistance switch to the **AT&T-22STATE** Operator assistance switch utilizing MF signaling.

4.2 CLEC will request in writing, thirty calendar (30) days in advance of the date when the INW are to be provided, unless otherwise agreed to by **AT&T-22STATE. CLEC or its designated OS providers shall submit an ASR to **AT&T-22STATE** to establish any new interconnection trunking arrangements.**

- 4.2.1 CLEC must provide one (1) Carrier Identification Code (CIC) for its CLEC or Incumbent Exchange Carrier business operation and an additional CIC for its IXC business operation if the CLEC wishes to receive separate billing data for its CLEC and IXC operations.

4.3 Specifics of INW Offering and Pricing:

- 4.3.1 Toll Center Codes will be used by the CLEC operators for routing and connecting to the **AT&T-22STATE** Operator assistance switches. These codes are specific to the various **AT&T-22STATE** LATAs where **AT&T-22STATE** Operator assistance switches are located.
- 4.3.2 **AT&T-22STATE** OS will require a Toll Center Code for the CLEC OS assistance switch. This code will be the routing code used for connecting the **AT&T-22STATE** operator to the CLEC operator on an Inward basis.
- 4.3.3 If the CLEC requires establishment of a new Toll Center Code, CLEC shall do so by referencing the LERG.
- 4.3.4 **AT&T-22STATE** pricing for INW shall be based on the rates specified in the Pricing Schedule.

4.4 If the CLEC terminates INW or OS/DA service prior to the expiration of the term of this Agreement, CLEC shall pay **AT&T-22STATE, within thirty (30) calendar days of the issuance of any bills by **AT&T-22STATE**, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by **AT&T-22STATE** pursuant to this Attachment prior to its termination.**

4.5 The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in the Pricing Schedule.

5.0 Directory Assistance Listings (DAL)

5.1 Responsibilities of the Parties:

- 5.1.1 Where technically feasible and/or available, **AT&T-22STATE** will provide DAL information referred to as Directory Assistance Listing (DAL) in **AT&T SOUTHWEST REGION 5-STATE**, Directory Assistance Listing Information Service (DALIS) in **AT&T CALIFORNIA**, Dialing Parity Directory Listings (DPDL) in **AT&T MIDWEST REGION 5-STATE**, Dialing Parity List License (DPLL) in **AT&T CONNECTICUT**, Directory

Assistance List License (DALL) in **AT&T NEVADA** and Directory Assistance Database Services (DADS) in **AT&T SOUTHEAST REGION 9-STATE** (hereinafter collectively referred to as DAL).

- 5.1.2 **AT&T-22STATE** owns and maintains the database containing DAL information (name, address and published telephone number, or an indication of "non-published status") of telephone service subscribers.
- 5.1.3 **AT&T-22STATE** uses the DAL information in its database to provide directory assistance (DA) service to End Users who call **AT&T-22STATE**'s DA to obtain such information.
- 5.1.4 Inasmuch as **AT&T-22STATE** provides DA service under contract for ILECs and CLECs, **AT&T-22STATE**'s database also contains DAL information of other ILEC and CLEC telephone service subscribers.
- 5.1.5 CLEC, or its agent, who choose to provide DA service to CLEC's End Users located in the CLEC's service area may load its database with DAL contained in **AT&T-22STATE**'s DA database.
- 5.1.6 **AT&T-22STATE** agrees to license requested DAL information contained in its database, under the following terms and conditions:
 - 5.1.6.1 **AT&T-22STATE** shall provide DAL information in a mutually acceptable format.
 - 5.1.6.2 **AT&T-22STATE** shall provide DAL information to CLEC via a mutually acceptable mode of transmission. Once the mode of transmission has been determined, **AT&T-22STATE** will provide to CLEC the initial load of DAL information in a mutually agreed upon timeframe.
- 5.2 Product Specific Service Delivery Provisions:
 - 5.2.1 Use of DAL Information:
 - 5.2.1.1 CLEC may use the DAL information licensed and provided pursuant to this Attachment in compliance with all applicable laws, regulations, and rules including any subsequent decision by the FCC or a court regarding the use of DAL.
 - 5.2.1.2 In the event a telephone service subscriber has a "non-published" listing, a "non-published" classification will be identified in lieu of the telephone number information and will be considered part of the Listing Information. The last name, first name, street number, street name, community, and zip code will be provided as part of the Listing Information when available. The information provided for non-published telephone service subscribers can only be used for two (2) purposes. First, the non-published status may be added to the listing in CLEC's database for the sole purpose of adding/correcting the non-published status of the listings in the database. Second, addresses for non-published telephone service subscribers may be used for verification of the non-published status of the listing. If a caller provides the address for a requested listing, CLEC may verify the non-published status of the requested listing by matching the caller-provided address with the address in CLEC's database. CLEC however, may not provide the address information of a requested listing of a non-published telephone service subscriber to a caller under any circumstances, including when verifying the address. CLEC can notify the End User that the requested listing is non-published.
- 5.3 Other:
 - 5.3.1 Pricing:
 - 5.3.1.1 The prices at which **AT&T-22STATE** agrees to provide CLEC with DAL are provided for in the Pricing Schedule.
 - 5.3.2 Breach of Contract:

- 5.3.2.1 In the event a Party is found to have materially breached the DAL provision of this Attachment, such breach shall be remedied immediately and the non-breaching Party shall have the right to terminate the breaching party's DAL license, without terminating its own rights hereunder, upon fourteen (14) calendar days Notice, until the other Party's breach is remedied. Further should CLEC breach the DAL provisions of this Attachment, it shall immediately cease use of **AT&T-22STATE's** DAL information.

5.3.3 Term of DAL Service:

- 5.3.3.1 After twelve consecutive (12) months of service, either Party may terminate the DAL services provided under this Attachment, without termination liability, upon one hundred-twenty (120) calendar days written Notice to the other Party.
- 5.3.3.2 If the CLEC terminates this service prior to the first twelve (12) consecutive months of the contract term, CLEC shall pay **AT&T-22STATE**, within thirty (30) calendar days of the issuance of any bills by **AT&T-22STATE**, all amounts due for actual services provided under this Attachment, plus the monthly or estimated charges for the remainder of the first twelve (12) months of the contract term, plus costs incurred by **AT&T-22STATE** for that associated with the provision of the DAL database.

5.3.4 Ordering:

- 5.3.4.1 To order DAL service, CLEC shall use a DAL Order Application form as provided by **AT&T-22STATE**.

6.0 **White Pages**

6.1 General Provisions:

- 6.1.1 **AT&T-22STATE** will make available to CLEC, for CLEC End Users, non discriminatory access to White Pages directory listings, as described herein.
- 6.1.2 **AT&T-22STATE** publishes alphabetical White Pages directories in multiple formats, including printed directories, CD-ROM and other electronic formats for its ILEC Territory, as defined in the General Terms and Conditions of this Agreement. CLEC provides local exchange telephone service in the same area(s) and CLEC wishes to include listing information for its End Users located in **AT&T-22STATE's** ILEC Territory in the appropriate **AT&T-22STATE** White Pages directories.

6.2 Responsibilities of the Parties:

- 6.2.1 Subject to **AT&T-22STATE's** practices, as well as the rules and regulations applicable to the provision of White Pages directories, **AT&T-22STATE** will include in appropriate White Pages directories the primary alphabetical listings of CLEC End Users located within the ILEC Territory. The rules, regulations and **AT&T-22STATE** practices are subject to change from time to time. When CLEC provides its subscriber listing information to **AT&T-22STATE** listings database, CLEC will receive for its End User, one primary listing in **AT&T-22STATE** White Pages directory and a listing in **AT&T-22STATE's** DA database at no charge, other than applicable service order charges as set forth in the Pricing Schedule.
- 6.2.1.1 Except in the case of a Local Service Request (LSR) submitted solely to port a number from **AT&T SOUTHEAST REGION 9-STATE**, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in

AT&T-22STATE's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate.

6.2.1.2 Listing Information Confidentiality:

6.2.1.2.1 AT&T-22STATE will afford CLEC's directory listing information the same level of confidentiality that AT&T-22STATE affords its own directory listing information.

6.2.1.3 Unlisted/Non-Published End Users:

6.2.1.3.1 CLEC will provide to AT&T-22STATE the names, addresses and telephone numbers of all CLEC End Users who wish to be omitted from directories. Non-listed/Non-Published listings will be subject to the rates as set forth in the Pricing Schedule.

6.2.1.4 Additional, Designer and other Listings:

6.2.1.4.1 Where a CLEC End User requires foreign, enhanced, designer or other listings in addition to the primary listing to appear in the White Pages directory, AT&T-22STATE will offer such listings at rates as set forth in the Pricing Schedule.

6.2.2 CLEC shall furnish to AT&T-22STATE subscriber listing information pertaining to CLEC End Users located within the ILEC Territory, along with such additional information as AT&T-22STATE may require to prepare and print the alphabetical listings of said directory. CLEC shall refer to the AT&T CLEC Online website for methods, procedures and ordering information.

6.2.3 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-22STATE via a mechanical or manual feed of the directory listing information to AT&T-22STATE's Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the Effective Date of this Agreement, or upon CLEC reaching a volume of two hundred (200) listing updates per day, whichever comes first. CLEC's subscriber listings will be interfiled (interspersed) in the directory among AT&T-22STATE's subscriber listing information. CLEC will submit listing information within one (1) Business Day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the DA database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close (a/k/a last listing activity) date.

6.2.4 Through the normal course of business, End Users may notify AT&T-22STATE, or its publishing Affiliate, of inaccurate or incomplete listing information. In such instance AT&T-22STATE, or its publishing Affiliate, shall take appropriate action, as directed by the End User, to update the listing. AT&T-22STATE, or its publishing Affiliate, shall also inform CLEC of the deficiency and direct CLEC to send a listing update with the information necessary to make the End User Listing accurate and complete. CLEC shall respond within five (5) Business Days to such direction from AT&T-22STATE, or its publishing Affiliate.

6.2.5 Distribution of Directories:

6.2.5.1 Each CLEC subscriber will receive one copy per primary End User listing, as provided by CLEC, of AT&T-22STATE White Pages directory in the same manner, format and at the same time that they are delivered to AT&T-22STATE's subscribers during the annual delivery of newly published directories.

6.2.5.1.1 AT&T CONNECTICUT White Page directories will be provided in accordance to state and/or local regulations and orders governing White Page directory distribution.

- 6.2.5.2 AT&T-22STATE has no obligation to provide any additional White Page directories above the directories provided to CLEC End Users as specified in Section 6.2.5.1 above.
- 6.2.5.3 CLEC may arrange for additional directory distribution and other services with AT&T-22STATE's directory publishing Affiliate pursuant to terms and conditions agreed to by the publishing Affiliate and CLEC.
- 6.2.6 AT&T-22STATE shall direct its directory publishing Affiliate to offer CLEC the opportunity to include in the "Information Pages", or comparable section of its White Pages directories (covering the territory where CLEC is certified to provide local service), information provided by CLEC for CLEC installation, repair, customer service and billing information. AT&T-22STATE's directory publishing Affiliate will include such CLEC information in the "Information Pages" pursuant to terms and conditions agreed to by the publishing Affiliate and CLEC.
- 6.2.7 Use of Subscriber Listing Information:
- 6.2.7.1 AT&T-22STATE agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber (i.e., End User) listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as AT&T-22STATE's subscriber listing information. In exchange for AT&T-22STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T-22STATE to include and use the CLEC subscriber listing information provided to AT&T-22STATE pursuant to this Attachment in AT&T-22STATE's White Pages directory, AT&T-22STATE's DA databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is AT&T-22STATE's use of CLEC's subscriber listing information in AT&T-22STATE's DA, DA related products and services, and directory publishing products and services.
- 6.2.7.2 AT&T-22STATE further agrees not to charge CLEC for serving as the single point of contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for AT&T-22STATE's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be intermingled with AT&T-22STATE's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by AT&T-22STATE.
- 6.2.8 CLEC further agrees to pay all costs incurred by AT&T-22STATE and/or its Affiliates as a result of CLEC not complying with the terms of this Attachment.
- 6.2.9 This Attachment 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.
- 6.2.10 Breach of Contract:
- 6.2.10.1 If either Party is found to have materially breached the White Pages directory terms of this Attachment, the non-breaching Party may terminate the White Pages directory terms of this Attachment by providing written Notice to the breaching Party, whereupon this Attachment shall be null and void with respect to any issue of AT&T-22STATE's White Pages directory published sixty (60) or more calendar days after the date of receipt of such written Notice. CLEC further



agrees to pay all costs incurred by AT&T-22STATE and/or its Affiliates as a result of such CLEC breach.



ATTACHMENT 07 - OPERATIONS SUPPORT SYSTEMS



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1.0 Introduction

- 1.1 This Attachment sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) "functions" to CLEC for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by AT&T-22STATE. CLEC represents and covenants that it will only use OSS furnished pursuant to this Agreement for activities related to 251(c)(3) UNEs (as provided in Attachment 13 - 251(c)(3) UNEs, resold services, or other services covered by this Interconnection Agreement ICA Service(s)).
- 1.2 Should AT&T-22STATE no longer be obligated to provide a 251(c)(3) UNE or other ICA Service under the terms of this Agreement, AT&T-22STATE shall no longer be obligated to offer access and use of OSS for that ICA Service.

2.0 Definitions

- 2.1 "Service Bureau Provider (SBP)" means a company which has been engaged by a CLEC to act on its behalf for purposes of accessing AT&T-22STATE OSS application-to-application interfaces via a dedicated connection over which multiple CLEC's local service transactions are transported.

3.0 General Provisions

- 3.1 AT&T-22STATE's OSS are comprised of systems and processes that are in some cases region-specific (hereinafter referred to as "Regional OSS"). Regional OSS is available only in the regions where such systems and processes are currently operational.
- 3.2 AT&T-22STATE will provide electronic access to OSS via web-based GUIs and application-to-application interfaces. These GUIs and interfaces will allow CLEC to perform pre-order, order, provisioning, maintenance and repair functions. AT&T-22STATE will follow industry guidelines and the Change Management Process (CMP) in the development of these interfaces.
- 3.3 AT&T-22STATE will provide all relevant documentation (manuals, user guides, specifications, etc.) regarding business rules and other formatting information, as well as practices and procedures, necessary to handle OSS related requests. All relevant documentation will be readily accessible at AT&T's CLEC Online website. Documentation may be amended by AT&T-22STATE in its sole discretion from time to time. All Parties agree to abide by the procedures contained in the then-current documentation.
- 3.4 AT&T-22STATE's OSS are designed to accommodate requests for both current and projected demands of CLEC and other CLECs in the aggregate.
- 3.5 CLEC shall advise AT&T-22STATE no less than seven (7) Business Days in advance of any anticipated ordering volumes above CLEC's normal average daily volumes.
- 3.6 It is the sole responsibility of CLEC to obtain the technical capability to access and utilize AT&T-22STATE's OSS interfaces. All hardware and software requirements for the applicable AT&T-22STATE Regional OSS are specified on AT&T's CLEC Online website.
- 3.7 CLEC must access the AT&T-22STATE OSS interfaces as indicated in the connectivity specifications and methods set forth on AT&T's CLEC Online website.
- 3.8 Prior to initial use of AT&T-22STATE's Regional OSS, CLEC shall attend and participate in implementation meetings to discuss CLEC access plans in detail and schedule testing.
- 3.9 The technical support function of electronic OSS interfaces can be accessed via the AT&T CLEC Online website. CLEC will also provide a single point of contact for technical issues related to CLEC's use of AT&T-22STATE's electronic interfaces.

- 3.10 CLEC agrees that there may be Resale service and 251(c)(3) UNEs available on a regional basis and that such regional offering may only be ordered where they are made available in accordance with Resale or 251(c)(3)UNE Attachments. Moreover, CLEC shall not be permitted to order ICA Services unless CLEC has a right, under this Agreement, to order such service.
- 3.11 AT&T-22STATE shall provide nondiscriminatory access to OSS processes. When OSS processes are not available electronically, AT&T-22STATE shall make manual processes available.
- 3.12 The Parties agree that a collaborative CMP will be used to manage changes to existing interfaces, introduction of new interfaces and retirement of interfaces. The CMP will cover changes to AT&T-22STATE's electronic interfaces, AT&T-22STATE's CLEC testing environment, associated manual process improvements, and relevant documentation. The process will define a procedure for resolution of CMP disputes.
- 3.13 Due to enhancements and on-going development of access to AT&T-22STATE CLEC OSS functions, certain interfaces may be modified, may be temporarily unavailable, or may be phased out after execution of this Agreement. AT&T-22STATE shall provide proper notice of interface phase-out in accordance with CMP.
- 3.14 The Parties agree to provide one another with toll-free contact numbers for the purpose of addressing ordering, provisioning and maintenance of services issues. Contact numbers for maintenance/repair of services shall be staffed twenty-four (24) hours per day, seven (7) days per week.
- 3.15 Proper Use of OSS Interfaces
- 3.15.1 CLEC shall use AT&T-22STATE electronic interfaces, as described herein, exclusively for the purposes specifically provided herein. In addition, CLEC agrees that such use will comply with AT&T-22STATE's Data Connection Security Requirements as identified in Section 9.0 below of this Attachment. Failure to comply with the requirements of this Attachment, including such security guidelines, may result in forfeiture of electronic access to OSS functionality. In addition, CLEC shall be responsible for and indemnifies AT&T-22STATE against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of AT&T-22STATE's OSS from CLEC systems, workstations or terminals or by CLEC employees, agents, or any Third Party gaining access through information and/or facilities obtained from or utilized by CLEC and shall pay AT&T-22STATE for any and all damages caused by such unauthorized entry.
- 3.15.2 CLEC's access to pre-order functions will only be used to view Customer Proprietary Network Information (CPNI) of another carrier's End User where CLEC has obtained an authorization from the End User for release of CPNI.
- 3.15.2.1 CLEC must maintain records of individual End Users' authorizations for change in local Exchange Service and release of CPNI which adhere to all requirements of state and federal law, as applicable.
- 3.15.2.2 CLEC is solely responsible for determining whether proper authorization has been obtained and holds AT&T-22STATE harmless from any loss on account of CLEC's failure to obtain proper CPNI consent from an End User. The Parties agree not to view, copy, or otherwise obtain access to the customer record information about any other carriers' End Users without proper permission. CLEC will obtain access to End User customer record information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided.
- 3.15.3 AT&T-22STATE shall be free to connect an End User to any CLEC based upon that CLEC's request and that CLEC's assurance that proper End User authorization has been obtained. CLEC shall make any such authorization it has obtained available to AT&T-22STATE upon request and at no charge.