

AT&T Wholesale Agreement

AGREEMENT WITH:

**SPRINT COMMUNICATIONS COMPANY L.P.,
SPRINT SPECTRUM L.P.,
NEXTEL WEST CORP.
AND NPCR INC. D/B/A NEXTEL PARTNERS**

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GENERAL TERMS AND CONDITIONS

PART A

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AGREEMENT

THIS INTERCONNECTION AND RESALE AGREEMENT is made by and between one or more of the AT&T Inc. owned ILECs, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and AT&T Texas, and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin (“AT&T”), Sprint Communications Company L.P. and Sprint Communications L.P. d/b/a Sprint Communications Company L.P. (collectively referred to as “Sprint CLEC”) ¹, and Sprint Spectrum L.P., Nextel West Corp. and NPCR Inc. d/b/a Nextel Partners (collectively referred to as “Sprint PCS”) (“the Agreement”). When the terms and conditions apply to both Sprint CLEC and Sprint PCS, the collective term “Sprint” shall be used. Otherwise, the applicable party shall be identified. This Agreement may refer to either AT&T or Sprint or both as a “Party” or “Parties”, and is made effective on the effective date as defined herein. (“Effective Date”) and is applicable to the State of Wisconsin.

RECITALS

WHEREAS, AT&T is a local exchange telecommunications company authorized to provide telecommunications services in the states of Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin; and

WHEREAS, Sprint Communications Company L.P. is a Competitive Local Exchange Carrier (“CLEC”) authorized to provide telecommunications services in the states of Arkansas, California, Connecticut, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin and Sprint Communications L. P. d/b/a Sprint Communications Company L.P. is a CLEC authorized to provide telecommunications services in the state of Illinois; and

WHEREAS, Sprint Spectrum L.P., Nextel West Corp. and NPCR Inc. d/b/a Nextel Partners are Commercial Mobile Radio Service (“CMRS”) providers licensed by the Federal Communications Commission (“FCC”) to provide CMRS in the states of Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin; and

¹ Sprint CLEC’s operating name is Sprint Communications Company L.P. in AR, CA, CT, IN, KS, MI, MO, NV, OH, OK, TX, and WI, and Sprint Communications L.P. d/b/a Sprint Communications Company L.P. in IL.

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to Telecommunications Carriers; and

WHEREAS, Sprint is a Telecommunications Carrier that has requested an Agreement with AT&T for the provision of Interconnection, Unbundled Network Elements, and Ancillary Functions as well as Telecommunications Services for resale, pursuant to the Telecommunications Act of 1996 (the “Act”) and in conformance with AT&T’s duties under the Act.

NOW THEREFORE, in consideration of the terms and agreements contained herein, AT&T and Sprint mutually agree as follows:

1. PURPOSE

This Agreement specifies the rights and obligations of the parties with respect to the establishment of local interconnection, the resale of telecommunications services, and the purchase of unbundled network elements (“UNEs”). The Agreement was entered into by AT&T, Sprint CLEC, and Sprint PCS. As such the Parties intend for this Agreement to be applicable to both the CLEC and wireless interconnection arrangements as a single unified interconnection arrangement.

2. TERM OF THE AGREEMENT

2.1 The term of this Agreement shall commence on the Effective Date and shall expire on December 28, 2009. Upon mutual agreement of the Parties, the term of this Agreement may be extended. If as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section 3.1 below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis.

2.2 In the event of default, the non-defaulting Party may terminate this Agreement in whole or in part provided that the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the Defaulting Party does not remedy the alleged default within 60 days after written notice thereof. Default is defined as:

- a. Either Party’s material breach of any of the terms or conditions hereof; or
- b. Either Party’s insolvency or initiation of bankruptcy or receivership proceedings by or against the Party.

2.3 The Effective Date of this Agreement shall be ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act.

3. RENEWAL

3.1 The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (“Subsequent Agreement”).

3.2 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 3.1, above, the Parties are unable to negotiate new terms, conditions and prices for a subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252.

3.3 Notwithstanding the foregoing and except as set forth in Section 3.4 below, in the event that as of the date of expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 252 of the Act, or the Parties have not mutually agreed (where permissible), to extend, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that AT&T terminates this Agreement as provided above, AT&T shall continue to offer services to Sprint pursuant to AT&T's then current standard interconnection agreement or Sprint may exercise its rights under Section 252 (i) of the Act. In the event that AT&T's standard interconnection agreement becomes effective as between the Parties or Sprint adopts another agreement, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective as of the effective date stated in the Subsequent Agreement.

3.4 If an arbitration proceeding has been filed in accordance with Section 252 of the act and if the Commission does not issue its order prior to the expiration of this Agreement, this Agreement shall be deemed extended on a month-to-month basis until the Subsequent Agreement becomes effective. The terms of such Subsequent Agreement shall be effective as of the effective date stated in such Subsequent agreement and shall not be applied retroactively to the expiration date of this Agreement unless the Parties agree otherwise. Neither Party shall refuse to provide services to the other Party during the negotiation of the Subsequent Agreement or the transition from this Agreement to the Subsequent Agreement.

4. ORDERING PROCEDURES

4.1 For Sprint CLEC, the ordering procedures are as detailed in Attachment 6 Ordering and Provisioning of this Agreement, incorporated herein by this reference. The ordering and provision of all services purchased from AT&T by Sprint PCS shall be set forth on the AT&T Prime Access website as that guide is amended by AT&T

from time to time during the term of this Agreement.

5. PARITY

5.1 When Sprint CLEC purchases, pursuant to Attachment 1 of this Agreement, telecommunications services from AT&T for the purposes of resale to end users, AT&T shall provide said services so that the services are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that AT&T provides to its affiliates, subsidiaries and end users.

5.2 The quality of a Network Element, as well as the quality of the access to such Network Element provided by AT&T to Sprint shall be at least equal in quality to that which AT&T provides to itself or such access as would offer an efficient carrier a meaningful opportunity to compete.

6. WHITE PAGES LISTINGS

AT&T shall provide Sprint CLEC and their customers access to white pages directory listings under the following terms:

6.1 Listings. AT&T or its agent will include Sprint CLEC residential and business customer listings in the appropriate White Pages (residential and business) alphabetical directories. There will be no distinction made between Sprint CLEC and AT&T customer listings.

6.2 Rates. Subscriber primary listing information in the White Pages shall be provided at no charge to Sprint CLEC or its subscribers provided that Sprint CLEC provides subscriber listing information to AT&T at no charge.

6.3 Procedures for Submitting Sprint Subscriber Information. Sprint CLEC will be required to provide AT&T with directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format. Methods, procedures and ordering information, which are the same for resale and Unbundled Network Element based services, are detailed in AT&T's CLEC Online website.

6.4 Non-listed/Non-Published Subscribers. Sprint CLEC will be required to provide to AT&T the names, addresses and telephone numbers of all Sprint CLEC customers that wish to be omitted from directories and designated accordingly as either non-published or non-listed or deleted.

6.5 Inclusion of Sprint CLEC Customers in Directory Assistance Database. AT&T will include and maintain Sprint CLEC subscriber listings in AT&T's directory assistance databases at no charge. AT&T and Sprint CLEC will formulate appropriate procedures regarding lead time, timeliness, format and content of listing information.

- 6.6 Listing Information Confidentiality. AT&T will accord Sprint CLEC's directory listing information the same level of confidentiality that AT&T accords its own directory listing information. AT&T shall ensure that access to Sprint CLEC customer proprietary listing information will be limited solely to those of AT&T and AT&T's directory publisher's employees, agents and contractors that are directly involved in the preparation of listings, the production and distribution of directories, and the sale of directory advertising. AT&T will advise its own employees, agents and contractors and its directory publisher of the existence of this confidentiality obligation and will take appropriate measures to ensure their compliance with this obligation.
- 6.7 Optional Listings. Additional listings and optional listings will be offered by AT&T at tariffed rates as set forth in the applicable AT&T state tariff. In addition to a basic White Pages listing, AT&T will provide, at the rates set forth in Attachment 1 of this Agreement, tariffed White Pages listings (e.g., additional, alternate, foreign and non-published listings) for Sprint CLEC to offer for resale to Sprint CLEC's customers.
- 6.8 Delivery. AT&T or its agent shall deliver White Pages directories to Sprint CLEC subscribers at no charge.
- 6.9 AT&T agrees to provide White Pages distribution services to Sprint CLEC customers within ILEC's service territory at no additional charge to Sprint CLEC. AT&T represents that the quality, timeliness, and manner of such distribution services will be at parity with those provided to AT&T and to other Sprint CLEC customers.
- 6.10 AT&T agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include Sprint CLEC's subscriber listing information in an area directory, and to handle Sprint CLEC's subscriber listing information in the same manner as AT&T's subscriber listing information. In exchange for AT&T serving as the single point of contact and handling all subscriber listing information equally, Sprint CLEC authorizes AT&T to include and use the Sprint CLEC subscriber listing information provided to AT&T pursuant to this Attachment in AT&T's WP directory, AT&T's Directory Assistance databases, and to provide Sprint CLEC's subscriber listing information with the exception of non-published, non-listed subscriber listing information to directory publishers. Included in this authorization is the release of Sprint CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and to directory publishers as required in Section 251(b)(3) and any applicable regulations and orders. Also included in this authorization is AT&T's use of Sprint CLEC's subscriber listing information in AT&T's directory assistance, directory assistance related products and services, and publishing products and services.
- 6.11 AT&T further agrees not to charge Sprint 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 Sprint CLEC's subscriber list information to directory publishers, Sprint CLEC agrees that it will receive no compensation for AT&T's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such Sprint CLEC subscriber list information shall be intermingled with AT&T'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.

7. BONA FIDE REQUEST FOR FURTHER UNBUNDLING

- 7.1 Any request by Sprint CLEC for access to a network element or interconnection option that is not already available under this Agreement shall be treated as a Bona Fide Request, and shall be submitted to AT&T pursuant to the Bona Fide Request process set forth following. For those products and services that have been made available to other CLECs, such services shall be made available to Sprint CLEC on the same rates, terms and conditions through an amendment to this agreement.
- 7.2 A Bona Fide Request shall be submitted in writing by Sprint CLEC on a BFR Application Form and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that AT&T has sufficient information to analyze and prepare a response.
- 7.3 Although not expected to do so, Sprint CLEC may cancel, without penalty, a Bona Fide Request in writing at any time. AT&T will then cease analysis of the request.
- 7.4 Within two (2) business days of its receipt of a fully complete and valid BFR, AT&T shall acknowledge in writing, the receipt of the Bona Fide Request and identify a single point of contact and any additional information needed to process the request to the extent known at that time. Notwithstanding the foregoing, AT&T may reasonably request additional information from sprint CLEC at any time during the processing of the Bona Fide Request.
- 7.5 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Bona Fide Request, AT&T shall provide to Sprint CLEC a preliminary analysis of the Bona Fide Request. The preliminary analysis will include AT&T's proposed price (plus or minus 25 percent) and state whether AT&T can meet Sprint CLEC's requirements, the requested availability date, or, if AT&T cannot meet such date, provide an alternative proposed date together with a detailed explanation as to why AT&T is not able to meet Sprint CLEC's requested availability date. AT&T also shall indicate in this analysis its agreement or disagreement with Sprint CLEC's designation of the request as being pursuant to the Act. If AT&T does not agree that Sprint CLEC's request meets the definition of a Bona Fide Request, it may

utilize the procedures set forth in Section 14 of the General Terms and Conditions of this Agreement. If AT&T determines that it is not able to provide Sprint CLEC with a preliminary analysis within thirty (30) days of AT&T's receipt of a Bona Fide request, AT&T will inform Sprint CLEC as soon as practicable. Sprint CLEC and AT&T will then determine a mutually agreeable date for receipt of the preliminary analysis.

- 7.6 As soon as possible, but in no event more than ninety (90) days after receipt of the request, AT&T shall provide Sprint CLEC with a firm Bona Fide Request quote which will include, at a minimum, the firm availability date, the applicable rates and the installation intervals, and a binding price quote.
- 7.7 Unless Sprint CLEC agrees otherwise, all proposed prices shall be the pricing principles of this Agreement, in accordance with the Act, and any applicable FCC and Commission rules and regulations. Payments for services purchased under a Bona Fide Request will be made as specified in this Agreement, unless otherwise agreed to by Sprint CLEC.
- 7.8 Within thirty (30) days after receiving the firm Bona Fide Request quote from AT&T, Sprint CLEC will notify AT&T in writing of its acceptance or rejection of AT&T's proposal. If at any time an agreement cannot be reached as to the terms and conditions or price of the request, or if AT&T responds that it cannot or will not offer the requested item in the Bona Fide Request, and deems AT&T's position to be inconsistent with the Act, FCC or Commission regulations and/or the requirements of this Agreement, the dispute may be resolved pursuant to Section 14 of the General Terms and Conditions of this Agreement.

8. COURT ORDERED REQUESTS FOR CALL DETAIL RECORDS AND OTHER SUBSCRIBER INFORMATION

To the extent technically feasible, AT&T maintains call detail records for Sprint end users for limited time periods and can respond to subpoenas and court ordered requests for this information. AT&T shall maintain such information for Sprint end users for the same length of time it maintains such information for its own end users.

- 8.1 Sprint agrees that AT&T will respond to subpoenas and court ordered requests delivered directly to AT&T for the purpose of providing call detail records when the targeted telephone numbers belong to Sprint end users. Billing for such requests will be generated by AT&T and directed to the law enforcement agency initiating the request.
- 8.2 Sprint agrees that in cases where Sprint receives subpoenas or court ordered requests for call detail records for targeted telephone numbers belonging to Sprint end users, Sprint will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to AT&T. Billing for call detail

information will be generated by AT&T and directed to the law enforcement agency initiating the request.

8.3 In cases where the timing of the response to the law enforcement agency prohibits Sprint from having the subpoena or court ordered request redirected to AT&T by the law enforcement agency, Sprint will furnish the official request to AT&T for providing the call detail information. AT&T will provide the call detail records to Sprint and bill Sprint for the information. Sprint agrees to reimburse AT&T for the call detail information provided.

8.4 Sprint will provide Sprint end user and/or other customer information that is available to Sprint in response to subpoenas and court orders for their own customer records. AT&T will redirect subpoenas and court ordered requests for Sprint end user and/or other customer information to Sprint for the purpose of providing this information to the law enforcement agency.

9. LIABILITY AND INDEMNIFICATION

9.1 Liabilities of AT&T. Unless expressly stated otherwise in this Agreement, the liability of AT&T to Sprint resulting from any and all causes shall not exceed the amounts owing Sprint under the agreement in total.

9.2 Liabilities of Sprint. Unless expressly stated otherwise in this Agreement, the liability of Sprint to AT&T resulting from any and all causes shall not exceed the amounts owing AT&T under the agreement in total.

9.3 Each Party shall, to the greatest extent permitted by Applicable Law, include in its local switched service tariff (if it files one in a particular state) or in any state where it does not file a local service tariff, in an appropriate contract with its customers that relates to the Services and Elements provided under this Agreement, a limitation of liability (i) that covers the other Party to the same extent the first Party covers itself and (ii) that limits the amount of damages a customer may recover to the amount charged the applicable customer for the service that gave rise to such loss.

9.4 No Consequential Damages. Neither Sprint nor AT&T shall be liable to the other Party for any indirect, incidental, consequential, reliance, or special damages suffered by such other Party (including without limitation damages for harm to business, lost revenues, lost savings, or lost profits suffered by such other parties (collectively, “Consequential Damages”)), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation negligence of any kind whether active or passive, and regardless of whether the parties knew of the possibility that such damages could result. Each Party hereby releases the other Party and such other Party’s subsidiaries and affiliates, and their respective officers, directors, employees and agents from any such claim for consequential damages.

Nothing contained in this section shall limit AT&T's or Sprint's liability to the other for actual damages resulting from (i) willful or intentional misconduct (including gross negligence); (ii) bodily injury, death or damage to tangible real or tangible personal property caused by AT&T's or Sprint's negligent act or omission or that of their respective agents, subcontractors or employees, nor shall anything contained in this section limit the parties' indemnification obligations as specified herein.

9.5 Obligation to Indemnify and Defend. Each Party shall, and hereby agrees to, defend at the other's request, indemnify and hold harmless the other Party and each of its officers, directors, employees and agents (each, an "Indemnitee") against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, accounting or otherwise) (collectively, "Damages") arising out of, resulting from or based upon any pending or threatened claim, action, proceeding or suit by any third Party ("a Claim") (i) alleging any breach of any representation, warranty or covenant made by such indemnifying Party (the "Indemnifying Party") in this Agreement, (ii) based upon injuries or damage to any person or property or the environment arising out of or in connection with this Agreement that are the result of the Indemnifying Party's actions, breach of Applicable Law, or status of its employees, agents and subcontractors, or (iii) for actual or alleged infringement of any patent, copyright, trademark, service mark, trade name, trade dress, trade secret or any other intellectual property right, now known or later developed (referred to as "Intellectual Property Rights") to the extent that such claim or action arises from Sprint or Sprint's Customer's use of the Services and Elements provided under this Agreement.

9.6 Defense; Notice; Cooperation. Whenever the Indemnitee knows or should have known of a claim arising for indemnification under this Section 9, it shall promptly notify the Indemnifying Party of the claim in writing within 30 calendar days and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall give written notice to the Indemnitee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnitee shall give the Indemnifying Party full authority to defend, adjust, compromise or settle such Claim with respect to which such notice shall have been given, except to the extent that any compromise or settlement shall prejudice the Intellectual Property Rights of the relevant Indemnitees. The Indemnifying Party shall consult with the relevant Indemnitee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnitee, and the relevant Indemnitee shall have the

right to refuse such compromise or settlement and, at the refusing Party's or refusing Parties' cost, to take over such defense, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnitee against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnitee shall be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnitee and also shall be entitled to employ separate counsel for such defense at such Indemnitee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnitee shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense.

10. INTELLECTUAL PROPERTY RIGHTS AND INDEMNIFICATION

10.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Unless otherwise mutually agreed upon, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This paragraph 10.1 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.

10.1.1 Dispute Resolution. Any claim arising under Section 10.1 shall be excluded from the dispute resolution procedures set forth in Section 14 and shall be brought in a court of competent jurisdiction.

10.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this

Agreement.

10.3 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 9 of this Agreement.

10.4 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense:

- (a) modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
- (b) obtain a license sufficient to allow such use to continue.

In the event (a) or (b) are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

10.5 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

10.6 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.

11. TREATMENT OF PROPRIETARY AND CONFIDENTIAL INFORMATION

11.1 Proprietary and Confidential Information: Defined. It may be necessary for AT&T and Sprint, each as the "Discloser," to provide to the other party, as "Recipient," certain proprietary and confidential information (including trade secret information),

including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, requests for proposals, specifications, drawings, maps, prices, costs, methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the “Information”). All such Information conveyed in writing or other tangible form, shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.

- 11.2 Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient’s analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient will not make any copies of the Information inspected by it.
- 11.3 Exceptions. Recipient will not have an obligation to protect any portion of the Information which:
- 11.3.1 (a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this agreement by discloser upon written notice to Recipient.
- 11.4 Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the parties. Nothing herein shall prohibit Recipient from providing information requested by the FCC or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.
- 11.5 Recipient agrees not to publish or use the Information for any advertising, sales or marketing promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.
- 11.6 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, application or other intellectual property right that is now or may hereafter be owned by the Discloser.

- 11.7 Survival of confidentiality Obligations. The Parties' rights and obligations under this Section 11 shall service and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.
- 11.8 AT&T shall not use proprietary carrier information pursuant to Section 222 (b) of the Act received from Sprint for purposes of soliciting or winning back Sprint's customers.
- 11.9 Sprint shall not use proprietary carrier information pursuant to Section 222 (b) of the Act received from AT&T for purposes of soliciting or winning back AT&T's customers.
- 11.10 Equitable Relief. Recipient acknowledges and agrees that any breach or threatened breach of this Section is likely to cause Discloser irreparable harm for which money damages may not be an appropriate or sufficient remedy. Recipient therefore agrees that Discloser or its Affiliates, as the case may be, are entitled to seek injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy is not the exclusive remedy for any breach or threatened breach of this Agreement, but is in addition to all rights and remedies pursuant to this Agreement.
12. PUBLICITY
- 12.1 Neither Party shall produce, publish, or distribute any press release or other publicity referring to the other Party or its Affiliates, or to this Agreement, without the prior written approval of the other Party. Each party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either Party intentionally mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.
13. ASSIGNMENTS

Sprint may not assign or transfer (whether by operation of law or otherwise) this Agreement, or any rights or obligations hereunder, to a third person without the prior written consent of AT&T, provided that Sprint may assign or transfer this Agreement with notice, but without the prior written consent of AT&T, to any entity that is certified as a Competitive Local Exchange Carrier by the relevant state regulatory Commission or is otherwise authorized by the commission or licensed Commercial Mobile Radio Service provider to provide local exchange services.

AT&T may not assign or transfer (whether by operation of law or otherwise) this

Agreement, or any rights or obligations hereunder, to a third person without the prior written consent of Sprint, provided that AT&T may assign or transfer this Agreement with notice, but without the prior written consent of Sprint, to any entity provided such entity, is and shall be, for the remainder of the term of this Agreement, a successor or assign of AT&T pursuant to § 251 (h) (1) of the Act, subject to all of the same §§ 251 and 252 obligations as AT&T.

If during the Term of this Agreement, AT&T sells, assigns or otherwise transfers any ILEC Territory or ILEC Assets to a person other than an Affiliate or subsidiary, AT&T shall provide Sprint not less than ninety (90) days prior written notice of such sale, assignment or transfer. Upon the consummation of such sale, assignment or transfer, Sprint acknowledges that AT&T shall have no further obligations under this Agreement with respect to the ILEC Territories and/or ILEC Assets subject to such sale, assignment or transfer, and that Sprint must establish its own Section 251 and 252 arrangement with the successor to such ILEC Territory and/or ILEC Assets.

14. RESOLUTION OF DISPUTES

14.1 Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, then if the aggrieved Party elects to pursue such dispute, the aggrieved Party may petition the FCC or Commission for a resolution of the dispute. Until the dispute is finally resolved, each Party shall continue to perform its obligations under this Agreement and shall continue to provide all services and payments as prior to the dispute provided, however, that neither Party shall be required to act in any unlawful fashion. If the issue is as to how or whether to perform an obligation, the Parties shall continue to operate under the Agreement as they were at the time the dispute arose. This provision shall not preclude the Parties from seeking other legal remedies. Each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

14.2 The foregoing Section 14.1 notwithstanding, except to the extent the Commission is authorized to grant temporary equitable relief with respect to a dispute arising as to the enforcement of terms and conditions of this Agreement, and/or as to the interpretation of any provision of this Agreement, this Section 14 shall not prevent either Party from seeking any temporary equitable relief, including a temporary restraining order, in a court of competent jurisdiction.

15. TAXES

15.1 Definition. For purposes of this Section, the terms “taxes” and “fees” shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or

otherwise) imposed on, or sought to be imposed on, either of the Parties and measured by the charges or payments, for the services furnished hereunder, excluding any taxes levied on income.

15.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.

15.2.1 Taxes and fees imposed on the providing Party, which are neither permitted nor required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

15.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

15.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.

15.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

15.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

15.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not lawfully due, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefore, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be lawfully due, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In the event that such contest must be pursued in the name of the providing Party, the providing Party shall permit the purchasing Party to pursue the contest in the name of providing Party and the providing Party shall have the opportunity to participate fully in the preparation of such contest. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

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

purchasing Party's expense. In the event that such contest must be pursued in the name of the providing Party, providing Party shall permit purchasing Party to pursue the contest in the name of providing Party and the providing Party shall have the opportunity to participate fully in the preparation of such contest.

- 15.4.4 If, after consultation in accordance with the preceding Section, the purchasing Party does not agree with the providing Party's final determination as to the application or basis of a particular tax or fee, and if the providing Party, after receipt of a written request by the purchasing Party to contest the imposition of such tax or fee with the imposing authority, fails or refuses to pursue such contest or to allow such contest by the purchasing Party, the purchasing Party may utilize the procedures in Section 14 of the General Terms and Conditions of this Agreement. Utilization of the dispute resolution process shall not relieve the purchasing Party from liability for any tax or fee billed by the providing Party pursuant to this subsection during the pendency of such dispute resolution proceeding. In the event that the purchasing Party prevails in such dispute resolution proceeding, it shall be entitled to a refund in accordance with the final decision therein. Notwithstanding the foregoing, if at any time prior to a final decision in such dispute resolution proceeding the providing Party initiates a contest with the imposing authority with respect to any of the issues involved in such dispute resolution proceeding, the dispute resolution proceeding shall be dismissed as to such common issues and the final decision rendered in the contest with the imposing authority shall control as to such issues.
- 15.4.5 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee with the imposing authority, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 15.4.6 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 15.4.7 Notwithstanding any provision to the contrary, the purchasing Party shall protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 15.4.8 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later

than thirty (30) days after receipt of such assessment, proposed assessment or claim.

- 15.5 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest. Each Party agrees to indemnify and hold harmless the other Party from and against any losses, damages, claims, demands, suits, liabilities and expenses, including reasonable attorney's fees, that arise out of its failure to perform its obligations under this section.

16. **FORCE MAJEURE**

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

17. **ADOPTION OF AGREEMENTS**

- 17.1 AT&T shall make agreements available to Sprint in accordance with 47 USC § 252(i) and 47 C.F.R. § 51.809.

18. **MODIFICATION OF AGREEMENT**

- 18.1 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective unless it is made in writing and duly signed by the Parties.
- 18.2 If Sprint changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of Sprint to notify AT&T of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

- 18.3 Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).
- 18.4 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Sprint or AT&T to perform any material terms of this Agreement, Sprint or AT&T may, on thirty (30) days' written notice, require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the dispute Resolution procedure set forth in this Agreement
- 18.5 If any provision of this Agreement, or part thereof, shall be held invalid or unenforceable in any respect, the remainder of the Agreement or provision shall not be affected thereby, provided that the Parties shall negotiate in good faith to reformulate such invalid provision, or part thereof, or related provision, to as closely reflect the original intent of the Parties as possible, consistent with applicable law, and to effectuate such portions thereof as may be valid without defeating the intent of such provision. In the event the Parties are unable to mutually negotiate such replacement language, either Party may elect to pursue the dispute resolution process set forth in Section 14.
- 18.6 To the extent the BFR process set forth herein does not apply, upon delivery of written notice of at least thirty (30) days, either Party may request negotiations of the rates, prices and charges, terms, and conditions not now covered by this Agreement.
- 18.7 Nothing in this Agreement shall preclude Sprint from purchasing any services or facilities under any applicable and effective AT&T tariff. Each party hereby incorporates by reference those provisions of its tariffs that govern the provision of any of the services or facilities provided hereunder. In the event of a conflict between a provision of this Agreement and a provision of an applicable tariff, the Parties agree to negotiate in good faith to attempt to reconcile and resolve such conflict. If any provisions of this Agreement and an applicable tariff cannot be reasonably construed or interpreted to avoid conflict, and the Parties cannot resolve such conflict through negotiation, such conflict shall be resolved as follows:
- 18.7.1 Unless otherwise provided herein, if the service or facility is ordered from the tariff, the terms and conditions of the tariff shall prevail.
- 18.7.2 If the service is ordered from this Agreement (other than resale), and the Agreement expressly references a term, condition or rate of a tariff, such term, condition or rate of the tariff shall prevail.

18.7.3 If the service is ordered from this Agreement, and the Agreement references the tariff for purposes of the rate only, then to the extent of a conflict as to the terms and conditions in the tariff and any terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

18.7.4 If the service is a resale service, the terms and conditions of the Agreement shall prevail.

18.8 The Parties intend that any additional services agreed to by both Parties relating to the subject matter of this Agreement will be incorporated into this Agreement by amendment.

19. WAIVERS

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

20. GOVERNING LAW

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State in which the services are being ordered, without regard to its conflict of laws principles.

21. AUDITS AND EXAMINATIONS

21.1 Unless or until such time as a billing accuracy certification program has been implemented pursuant to Section 3 of Attachment 7, the audit process provided in this Section 21.1 shall apply.

21.1.1 Subject to AT&T's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, Sprint may audit AT&T's books, records and other documents once in each 12 month period for the purpose of evaluating the accuracy of AT&T's billing and invoicing. Such audit may include examination of the flow of call detail records from AT&T's switch to AT&T's internal systems to the usage file transmitted to Sprint. Sprint may employ other persons or firms for this purpose. Such audit shall take place at a time and place agreed on by the Parties no later than sixty (60) days after notice thereof to AT&T.

21.1.2 AT&T shall promptly correct any billing error that is revealed in an audit, including making refund of any overpayment by Sprint in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any disputes concerning audit results shall be resolved pursuant to the

procedures described in Section 14, Resolution of Disputes, of the General Terms and Conditions of this Agreement.

21.1.3 AT&T shall cooperate fully in any such audit, providing reasonable access to any and all appropriate AT&T employees and books, records and other documents reasonably necessary to assess the accuracy of AT&T's bills.

21.1.4 Third party audits requested by Sprint shall be at Sprint's expense, subject to reimbursement by AT&T in the event that an audit finds an adjustment in the charges or in any invoice paid or payable by Sprint hereunder by an amount that is, on an annualized basis, greater than two percent (2%) of the aggregate charges for the Services and Elements during the period covered by the audit. In the event the audit is not conducted by a third party, each Party shall bear its own expense incurred in conducting the audit.

21.1.5 Upon (i) the discovery by AT&T of overcharges not previously reimbursed to Sprint or (ii) the resolution of disputed audits, AT&T shall promptly reimburse Sprint the amount of any overpayment times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date of overpayment to and including the date that payment is actually made. In no event, however, shall interest be assessed on any previously assessed or accrued late payment charges.

21.1.6 This Section shall survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of this Agreement.

22. REMEDIES

22.1 In addition to any other rights or remedies, and unless specifically provided here and to the contrary, either Party may sue in equity for specific performance, where authorized under applicable law.

22.2 Except as otherwise provided herein, all rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement, and use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement.

23. BRANDING

23.1 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. It is not technically feasible to avoid the automatic pre-recorded announcement function in these OS/DA switches, therefore Sprint agrees that it shall establish a pre-recorded greeting to play for every OS or DA call dialed by Sprint's end user, and this greeting is mandatory, not optional, when AT&T is the OS/DA provider.

- 23.1.2 Sprint will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTQ), to AT&T in conformity with the format, length, and other requirements specified for all CLECs on the AT&T CLEC Online website.
- 23.1.3 AT&T will then perform all of the loading and testing of the announcement for each applicable OS/DA switch prior to live traffic. Sprint may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner, for subsequent loading and testing charges.
- 23.2 If Sprint does not wish to brand the OS/DA calls, Sprint may also have their end user hear silence upon connecting with the OS/DA switch by having AT&T 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.
 - 23.2.1 Sprint understands that silent announcements may not be perceived by dialing end users as ordinary mechanical handling of OS/DA calls.
 - 23.2.2 Sprint agrees that if it does not brand the call, Sprint shall indemnify and hold AT&T harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing end user.
 - 23.2.3 AT&T must make the silent recording play for the shortest possible duration technically feasible for each applicable OS/DA switch, but otherwise has no responsibility if a silent announcement is chosen by Sprint.
- 23.3 AT&T will be responsible for loading the Sprint-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 retail end users. Sprint 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.

- 23.4 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 attached Pricing Schedule.
- 23.5 In all current AT&T OS/DA switches, the applicable Sprint-charged retail OS/DA rates and a Sprint-provided contact number (e.g., reference to a Sprint business office or repair call center) are loaded into the system utilized by the OS/DA Operator.
- 23.6 AT&T will be responsible for loading the Sprint-provided OS/DA retail rates and the Sprint-provided contact number(s) into the OS/DA switches. Sprint will be responsible for paying the initial reference and rate loading charges.
- 23.7 Rate/Reference load charges are assessed per loaded set of rates/references, 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, each loading incurring the Rate/Reference charge). These charges are mandatory, nonrecurring and are found in the attached Pricing Schedule.
- 23.8 Converting End Users from Prior Branded Service to Sprint or Silent-Branded Service, or between Resale and facilities-based service.
- 23.8.1 To the extent that Sprint has already established the Branding/Silent Announcement recording in AT&T 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.
- 23.8.2 To the extent that Sprint has not established the Branding/Silent Announcement recording in AT&T 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 at the rates set forth in the attached Pricing Schedule.

- 23.2 Sprint shall provide the exclusive interface to Sprint subscribers, except as Sprint shall otherwise specify. In those instances where Sprint requests AT&T personnel to interface with Sprint subscribers, such AT&T personnel shall inform Sprint subscribers that they are representing Sprint, or such brand as Sprint may specify and shall not identify themselves as representing AT&T.
- 23.3 The Parties agree that the services offered by Sprint that incorporate Services and Elements made available to Sprint pursuant to this Agreement shall be branded as Sprint services. All forms, business cards or other business materials furnished by AT&T to Sprint customers shall be made available for Sprint's review. In no event shall AT&T, acting on behalf of Sprint pursuant to this Agreement, provide information to Sprint local service customers about AT&T products or services. For installation and repair services, AT&T shall utilize generic leave behind material for Sprint customers that bears no corporate name, logo, trademark or trade name.
- 23.4 In no event shall AT&T provide information to Sprint's subscribers about Sprint's products or services during installation, maintenance or repair visits.
- 23.5 AT&T shall train its employees to meet its branding obligations and to provide service on a non-discriminatory basis.
24. NETWORK SECURITY
- 24.1 Protection of Service and Property
- 24.1 AT&T shall exercise the same level of care it provides itself to prevent harm or damage to Sprint, its employees, agents or customers, or their property. AT&T agrees to take reasonable and prudent steps to ensure the adequate protection of Sprint property located within AT&T premises including, but not limited to:
- 24.1.1 Restricting access to Sprint equipment, support equipment, systems, tools and data, or spaces which, contain or house Sprint equipment enclosures, to Sprint employees and other authorized non-Sprint personnel to the extent necessary to perform their specific job function.
- 24.1.2 Assuring that the physical security and the means of ingress and admission to spaces that house Sprint equipment or equipment enclosures are equal to or exceed those provided for AT&T pursuant to AT&T Admissions Practices.
- 24.1.3 Limiting the keys used in its keying systems for spaces which contain or house print equipment or equipment enclosures to its employees and representatives for emergency access only. Sprint shall further have the right to change locks on all spaces where deemed necessary for the protection and security of such spaces. In such an event, Sprint shall provide AT&T with replacement keys.

- 24.1.4 Insuring that doors that provide access to Sprint equipment enclosures are equipped to protect against removal of hinge pins.
- 24.1.5 Installing controls and logical security: to disconnect a user for a pre-determined period of inactivity on authorized ports; to protect customer proprietary information; and to databases to ensure both ongoing operational and update integrity. to assure that all approved system and modem access be secured through security servers and that access to or connection with a network element shall be established through a secure network or security gateway to provide security in accordance with AT&T's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures".
- 24.2 Revenue Protection
- 24.2.1 Where AT&T services are being resold and where Sprint CLEC is using an AT&T port, Sprint CLEC will have the use of all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the network elements available to AT&T. These features include, but are not limited to, screening codes, call blocking of international, 800, 900 and 976 numbers. Sprint CLEC and AT&T will work cooperatively to prevent and research any fraud situation.
- 24.2.2 The party causing a provisioning, maintenance or signal network routing error that results in uncollectible or unbillable revenues to the other party shall be liable for the amount of the revenues lost by the party unable to bill or collect the revenues. The process for determining the amount of the liability will be as set forth in Attachment 7 of this Agreement.
- 24.2.2.1 Uncollectible or unbillable revenues resulting from the accidental or malicious alternation of software underlying Network Elements or their subtending operational support systems by unauthorized third Parties shall be the responsibility of the Party having administrative control of access to said Network Element or operational support system software to the extent such unbillable or uncollectible revenue results from the negligent or willful act or omission of the Party having such administrative control.
- 24.2.3 AT&T shall be responsible for any uncollectible or unbillable revenues resulting from the unauthorized physical attachment to loop facilities from the Main Distribution Frame up to and including the Network Interface Device, including clip-on fraud to the extent such unbillable or uncollectible revenue results from the negligent or willful act or omission of AT&T. AT&T shall provide soft dial tone to allow only the completion of calls to final termination points required by law.
- 24.3 Law Enforcement Interface
- 24.3.1 AT&T shall provide seven day a week/twenty-four hour a day installation and

information retrieval pertaining to traps, assistance involving emergency traces and information retrieval on customer invoked CLASS services, including call traces requested by Sprint CLEC Security/Network services. AT&T shall provide all necessary assistance to facilitate the execution of wiretap or dialed number recorder orders from law enforcement authorities.

25. RELATIONSHIP OF PARTIES

It is the intention of the Parties that AT&T be an independent contractor and nothing contained herein shall constitute the Parties as joint ventures, partners, employees, or agents of one another, and neither party shall have the right or power to bind or obligate the other.

26. NO THIRD PARTY BENEFICIARIES

The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person. This Agreement shall not provide any person not a party hereto with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing without reference hereto.

27. SURVIVAL

Any provision of this Agreement or its Attachments, that by its nature should survive the expiration or termination of this Agreement, shall so survive.

28. RESPONSIBILITY FOR ENVIRONMENTAL HAZARDS

28.1 Sprint shall in no event be liable to AT&T for any costs whatsoever resulting from the presence or release of any Environmental Hazard that Sprint did not cause or introduce to the affected work location. AT&T hereby releases, and shall also indemnify, defend (at Sprint's request) and hold harmless Sprint and each of Sprint's officers, directors and employees from and against any losses and expenses that arise out of or result from (i) any Environmental Hazard that AT&T, its contractors, tenants, collocating 3rd parties or its agents introduce to the work locations or (ii) any other presence or release of any Environmental Hazard at any work location, except as provided in Section 28.2.

28.2 Prior to Sprint or its employees, contractors, or agents introducing an Environmental Hazard into a work location Sprint shall fully inform AT&T in writing of its planned actions at such work location and shall receive AT&T's written permission for such actions and Sprint warrants that it shall comply with all legal and regulatory obligations it has with respect to such Environmental Hazard and notices it is required to provide with respect thereto. AT&T shall in no event be liable to Sprint for any costs whatsoever resulting from the presence or release of any Environmental Hazard that Sprint causes or introduces to the affected work location. Sprint shall indemnify, defend (at AT&T's request) and hold harmless

AT&T and each of AT&T's officers, directors and employees from and against any losses and expenses that arise out of or result from any Environmental Hazard that Sprint, its contractors or its agents cause or introduce to the work location. Sprint shall be responsible for obtaining, including payment of associated fees, all environmental permits, licenses and/or registrations required for Environmental Hazards Sprint causes or introduces to the affected work location.

- 28.3 In the event any suspect material within AT&T-owned, operated or leased facilities are identified to be asbestos-containing, Sprint will notify AT&T before commencing any activities and ensure that to the extent any activities which it undertakes in the facility disturb any asbestos-containing materials (ACM) or presumed asbestos containing materials (PACM) as defined in 29 CFR Section 1910.1001, such Sprint activities shall be undertaken in accordance with applicable local, state and federal environmental and health and safety statutes and regulations. Except for abatement activities undertaken by Sprint or equipment placement activities that result in the generation or disturbance of asbestos containing material, Sprint shall not have any responsibility for managing, nor be the owner of, nor have any liability for, or in connection with, any asbestos containing material. Both Parties agree to immediately notify the other if the Party undertakes any asbestos control or asbestos abatement activities that potentially could affect Sprint equipment or operations, including, but not limited to, contamination of equipment.
- 28.4 Within ten (10) business days of Sprint's request for any space in AT&T owned or controlled facility, AT&T shall provide any information in its possession regarding the known environmental conditions of the space provided for placement of equipment and interconnection including, but not limited to, the existence and condition of any and all known or suspected asbestos containing materials, lead paint, hazardous or regulated substances, or any evidence of radon. Information is considered in AT&T's possession under this Agreement if it is in the possession of an employee, agent, or authorized representative of AT&T.
- 28.5 If the space provided for the placement of equipment, interconnection, or provision of service contains known environmental contamination or hazardous material, particularly but not limited to hazardous levels of friable asbestos, lead paint or hazardous levels of radon, which causes the placement of such equipment or interconnection to pose a threat to human health that cannot be properly remedied according to AT&T procedures, AT&T shall offer an alternative space, if available, for Sprint's consideration. If interconnection is complicated by the presence of environmental contamination or hazardous materials, and an alternative route is available, AT&T shall make such alternative route available for Sprint's consideration.
- 28.6 Subject to this Section and to AT&T's standard security procedures, which procedures will be provided to Sprint, AT&T shall allow Sprint at Sprint's expense

to perform any environmental site investigations, including, but not limited to, asbestos surveys, which Sprint deems to be necessary in support of its collocation needs.

28.7 The parties will comply with all additional environmental requirements stated in other sections of this agreement. In the event of a conflict between other such sections and this Section 28, this Section 28 shall control.

28.8 When used in the context of environmental hazards, "Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching, or migration, including without limitation, the movement of Environmental Hazards through or in the air, soil, surface water or groundwater, or any action or omission that causes Environmental Hazards to spread or become more toxic or more expensive to investigate or remediate.

29. NOTICES

29.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

AT&T

AT&T Contract Management
311 S. Akard, 9th Floor
Four AT&T Plaza
Dallas, TX 75202

Sprint

Sprint
Manager, ICA Solutions
6330 Sprint Parkway
Mailstop KSOPHA0310-3B268
Overland Park, KS 66251
Phone: (913) 762-4847 (overnight mail only)

P.O. Box 7954
Shawnee Mission, KS 66207-0954

With a copy to:

Legal/Telecom Management Privacy Group
Mailstop: KSOPKN0214-2A568

6450 Sprint Parkway
Overland Park, KS 66251

Legal/Telecom Mgmt Privacy Group
P.O. Box 7966
Overland Park, KS 66207-0966
Phone: (913) 315-9348 (overnight mail only)

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

- 29.2 Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.
- 29.3 Notwithstanding the foregoing, AT&T may provide Sprint notice via Internet posting of price changes and changes to the terms and conditions of services available for resale. AT&T shall provide notice of discontinuance of resold services and notice of rate increases on resold services ten (10) days prior to Sprint's obligation to provide advanced notice to its End Users pursuant to Commission order or Rule. AT&T will post on its website changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement, notices required to be posted, and any other information of general applicability to CLECs.
- 29.4 AT&T shall not discontinue any interconnection arrangement, Network Element or combination provided or required hereunder without providing Sprint CLEC forty-five (45) days' prior written notice of such discontinuation of such service, element or arrangement. AT&T agrees to cooperate with Sprint CLEC with any transition resulting from such discontinuation of service and to minimize the impact to customers which may result from such discontinuance of service. If available, AT&T will provide substitute services and elements.
- 29.5 AT&T shall provide notice of network changes and upgrades as required by Section 51.325 through 51.335 of Title 47 of the Code of Federal Regulations or other applicable FCC and/or Commission rules.
30. RULE OF CONSTRUCTION

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

31. HEADINGS OF NO FORCE OR EFFECT

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

32. MULTIPLE COUNTERPARTS

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

33. IMPLEMENTATION OF AGREEMENT

33.1 Within 60 days of the execution of this Agreement (or such other time period as the parties mutually agree upon) the Parties will adopt a schedule for the implementation of the Agreement. The schedule shall state with specificity time frames for submission of including but not limited to, network design, interconnection points, collocation arrangement requests, pre-sales testing and full operational time frames for the business and residential markets. An implementation template to be used for the implementation schedule is contained in Attachment 10 of this Agreement.

33.2 The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. The Parties further agree that it is not feasible for this Agreement to set forth each of the applicable and necessary procedures, guidelines, specifications, and standards that will promote the Parties provision of Telecommunications Services to their respective Customers. This Agreement will therefore address the overall standards of performance for services, processes, and systems capabilities that the Parties will provide to each other, and the intervals at which those services, processes and capabilities will be provided. The Parties agree to identify, develop, and document operational processes and procedures, supporting industry standards and guidelines in the development of business rules and software specifications, as well as negotiate and implement any additional terms and conditions necessary to support the terms and intent of this Agreement.

33.3 Existing AT&T operating procedures and interface documentation shall be made available for Sprint's review within 30 days of execution of this agreement. The parties agree to negotiate any modifications to these procedures which may be required to support the terms and conditions of this Agreement. In the event that there are existing operations manuals, AT&T informational or instructional web sites, documented change controls processes, or joint implementation plans, currently in place or previously negotiated by the parties, Sprint and AT&T agree that they will be reviewed for accuracy and validity under this Agreement and updated, modified, or replaced as necessary. AT&T will advise Sprint of changes to

the operating procedures and interface documentation on a mutually agreeable basis. The operating procedures and interface documentation shall address the following matters, and may include any other matters agreed upon by the Implementation Team:

- 33.3.1 the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the interconnections (including signaling), including standards and procedures for notification and discoveries of trunk disconnects;
- 33.3.2 disaster recovery and escalation provisions;
- 33.3.3 access to Operations Support Systems functions provided hereunder, including gateways and interfaces;
- 33.3.4 escalation procedures for ordering, provisioning, billing, and maintenance;
- 33.3.5 single points of contact for ordering, provisioning, billing, and maintenance;
- 33.3.6 service ordering and provisioning procedures, including manual processes and provision of the trunks and facilities;
- 33.3.7 provisioning and maintenance support;
- 33.3.8 change control procedures for modifications to any and all points of interface, electronic or automated interfaces, as well as operational interface processes and procedures impacting on-going operation between the parties;
- 33.3.9 conditioning and provisioning of collocation space and maintenance of Virtually collocated equipment;
- 33.3.10 procedures and processes for Directories and Directory Listings;
- 33.3.11 billing processes and procedures;
- 33.3.12 network planning components including time intervals;
- 33.3.13 joint systems readiness and operational readiness plans;
- 33.3.14 appropriate testing of services, equipment, facilities and network elements;
- 33.3.15 monitoring of inter-company operational processes;
- 33.3.16 procedures for coordination of local PIC changes and processing;

- 33.3.17 physical and network security concerns; and
- 33.3.18 such other matters specifically referenced in this Agreement that are to be agreed upon by the Implementation Team and/or contained in the Implementation Plan.
- 33.4 The Implementation Plan may be modified from time to time as deemed appropriate by both parties.

34. FILING OF AGREEMENT

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act. AT&T and Sprint shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement and to make any required tariff modifications in their respective tariffs, if any. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith make such revisions as may reasonably be required to achieve approval. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, Sprint shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by Sprint.

35. APPLICATION OF ATTACHMENTS

This Agreement was negotiated between AT&T, Sprint CLEC and Sprint PCS for the purpose of creating a single interconnection arrangement between AT&T and Sprint. At the date of the signing of this Agreement, Sprint PCS has elected not to opt into the terms and conditions of the following Attachments: 1 Resale, 5 Access to Numbers, 6 Ordering and Provisioning, 9 Performance Measurements, and 11 Disaster Recovery. Should Sprint PCS desire to operate under the terms and conditions of those Attachments, prior to the expirations of the term of this Agreement, Sprint PCS and AT&T shall negotiate an amendment to this Agreement.

36. **ENTIRE AGREEMENT**

This Agreement and its Attachments, incorporated herein by reference, sets forth the entire Agreement and supersedes prior agreements between the Parties relating to the subject matter contained herein. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is subsequently set forth in writing and duly signed by the Parties.

37. **INDIVISIBILITY**

The Parties acknowledge that they have assented to all of the covenants and promises in this Agreement as a single whole and that all of such covenants and promises, taken as a whole, constitute the essence of the contract. The Parties further acknowledge that this Agreement is intended to constitute a single transaction, that the obligations of the Parties under this Agreement are interdependent, and that payment obligations under this Agreement are intended to be recouped against other payment obligations under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

Sprint Communications Company L.P.
Sprint Spectrum, L.P.
Nextel West Corp.
NPCR Inc. d/b/a Nextel Partners

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

Signature:

Robert M Azzi
Name:

Robert M Azzi
(Print or Type)

Title:

Sr VP - NETWORK
(Print or Type)

Date: 7-27-09

Signature:

Eddie A. Reed, Jr.
Name:

Eddie A. Reed, Jr.
(Print or Type)

Title:

Director - Interconnection Agreements
(Print or Type)

Date: 7-28-09

Resale OCN**Switch Based OCN**

WISCONSIN

7483

8748

ACNA

UTC

GENERAL TERMS AND CONDITIONS

PART B – DEFINITIONS

Definitions

“911 Service” means a universal telephone number which gives the public direct access to the Public Safety Answering Point (PSAP). Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.

“Access Customer Name and Address (ACNA)” The abbreviated name of the customer to be billed for access services. This code is the same as the Interexchange Access Customer (IAC) code.

“Affiliate” is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term “own” means to own an equity interest (or equivalent thereof) of more than 10 percent.

"Advanced Intelligent Network (AIN)" is a network functionality that permits specific conditions to be programmed into a switch which, when met, directs the switch to suspend call processing and to receive special instructions for further call handling instructions in order to enable carriers to offer advanced features and services.

“ALI/DMS” (Automatic Location Identification/Data Management System) means the emergency service (E911/911) database containing subscriber location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point (PSAP) to route the call.

“ANI” (Automatic Number Identification) is a feature that identifies the number of a telephone line that originates a call.

“**AT&T**” means the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

“AT&T Inc.” means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

“AT&T-2STATE” - As used herein, AT&T-2STATE means AT&T CALIFORNIA and AT&T NEVADA (and previously referred to as “SBC-2STATE”), the applicable AT&T-owned ILEC(s) doing business in California and Nevada.

“AT&T-4STATE” - As used herein, AT&T-4STATE means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, and AT&T Oklahoma (and previously referred to as “SBC-4STATE”), the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

“AT&T-7STATE” - As used herein, AT&T-7STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T CALIFORNIA and AT&T NEVADA (and previously referred to as “SBC-7STATE”), the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.

“AT&T-8STATE” - As used herein, AT&T-8STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T CALIFORNIA, AT&T NEVADA, and AT&T CONNECTICUT (and previously referred to as “SBC-8STATE”), the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.

“AT&T-10STATE” - As used herein, AT&T-10STATE means AT&T SOUTHWEST REGION 5-STATE and AT&T MIDWEST REGION 5-STATE (and previously referred to as “SBC-10STATE”), the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.

“AT&T-12STATE” - As used herein, AT&T-12STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE and AT&T-2STATE (and previously referred to as “SBC-12STATE”), the applicable

AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

“AT&T-13STATE” - As used herein, AT&T-13STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE, AT&T-2STATE and AT&T CONNECTICUT (and previously referred to as “SBC-13STATE”), the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

“AT&T ARKANSAS” - As used herein, AT&T ARKANSAS means Southwestern Bell Telephone Company d/b/a AT&T Arkansas (and previously referred to as “SBC Arkansas”), the applicable AT&T-owned ILEC doing business in Arkansas.

“AT&T CALIFORNIA” - As used herein, AT&T CALIFORNIA means Pacific Bell Telephone Company d/b/a AT&T California (and previously referred to as “SBC California”), the applicable AT&T-owned ILEC doing business in California.

“AT&T CONNECTICUT” - As used herein, AT&T CONNECTICUT means The Southern New England Telephone Company d/b/a AT&T Connecticut (and previously referred to as “SBC Connecticut”), the applicable above listed ILEC doing business in Connecticut.

“AT&T KANSAS” - As used herein, AT&T KANSAS means Southwestern Bell Telephone Company d/b/a AT&T Kansas (and previously referred to as “SBC Kansas”), the applicable AT&T-owned ILEC doing business in Kansas.

“AT&T ILLINOIS” - As used herein, AT&T ILLINOIS means Illinois Bell Telephone Company d/b/a AT&T Illinois (and previously referred to as “SBC Illinois”), the applicable AT&T-owned ILEC doing business in Illinois.

“AT&T INDIANA” - As used herein, AT&T INDIANA means Indiana Bell Telephone Company, Incorporated d/b/a AT&T Indiana (and previously referred to as “SBC Indiana”), the applicable AT&T-owned ILEC doing business in Indiana.

“AT&T MICHIGAN” - As used herein, AT&T MICHIGAN means Michigan Bell Telephone Company d/b/a AT&T Michigan (and previously referred to as “SBC Michigan”), the applicable AT&T-owned ILEC doing business in Michigan.

“AT&T MIDWEST REGION 5-STATE” - As used herein, AT&T MIDWEST REGION 5-STATE means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin (and previously referred to as “SBC MIDWEST REGION 5-STATE”), the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.

“AT&T MISSOURI” - As used herein, AT&T MISSOURI means Southwestern Bell Telephone Company d/b/a AT&T Missouri (and previously referred to as “SBC Missouri”), the applicable AT&T-owned ILEC doing business in Missouri.

“AT&T NEVADA” - As used herein, AT&T NEVADA means Nevada Bell Telephone Company d/b/a AT&T Nevada (and previously referred to as “SBC Nevada”), the applicable AT&T-owned ILEC doing business in Nevada.

“AT&T OHIO” - As used herein, AT&T OHIO means The Ohio Bell Telephone Company d/b/a AT&T Ohio (and previously referred to as “SBC Ohio”), the applicable AT&T-owned ILEC doing business in Ohio.

“AT&T OKLAHOMA” - As used herein, AT&T OKLAHOMA means Southwestern Bell Telephone Company d/b/a AT&T Oklahoma (and previously referred to as “SBC Oklahoma”), the applicable AT&T-owned ILEC doing business in Oklahoma.

“AT&T SOUTHWEST REGION 5-STATE” - As used herein, AT&T SOUTHWEST REGION 5-STATE means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas (and previously referred to as “SBC SOUTHWEST REGION 5-STATE”), the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.

“AT&T TEXAS” - As used herein, AT&T TEXAS means Southwestern Bell Telephone Company d/b/a AT&T Texas (and previously referred to as “SBC Texas”), the applicable AT&T-owned ILEC doing business in Texas.

“AT&T WISCONSIN” - As used herein, AT&T WISCONSIN means Wisconsin Bell, Inc. d/b/a AT&T Wisconsin (and previously referred to as “SBC Wisconsin”), the applicable AT&T-owned ILEC doing business in Wisconsin.

“Authorized Services” means those services (cellular, broadband, Personal Communications Services (PCS), covered Specialized Mobile Radio (SMR)) which a Wireless Service Provider (WSP) may lawfully provide pursuant to applicable Law, including the Act, and that are considered to be CMRS.

“CABS” means the Carrier Access Billing System which is defined in a document prepared under the direction of the Billing Committee of the OBF. The Carrier Access Billing System document is published by Telcordia in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-0011869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services.

“Carrier Identification Codes (CIC)” A CIC code is assigned by the North American Numbering Plan administrator to identify the entity who purchases access services. This code is primarily used for billing and routing from the local exchange network to the access purchaser.

“CCS” (Common Channel Signaling) means a method of digitally transmitting call set-up and network control data over a digital signaling network fully separate from the public switched telephone network that carries the actual call.

“Central Office” means a telephone company facility where subscribers’ lines are joined to switching equipment for connecting to other subscribers, locally or long distance.

“Centralized Message Distribution System” is the Telcordia (formerly BellCore) administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Interface (EMI) formatted data among host companies.

“CENTREX” means a Telecommunications Service associated with a specific grouping of lines that uses central office switching equipment for call routing to handle direct dialing of calls, and to provide numerous private branch exchange-like features.

“CLASS” (Custom Local Area Signing service) (Service mark of Telcordia) means service features that utilize the capability to forward a calling party’s number between end offices as part of call setup. Features include Automatic Callback, Automatic Recall, Caller ID, Call Trace, and Distinctive Ringing.

“Collocation Space” means the right of Sprint to occupy that certain area designated by AT&T within an AT&T Premises, of a size which is specified by Sprint and agreed to by AT&T which agreement should not be unreasonably withheld.

“Commission” is defined as the appropriate telecommunications regulatory agency in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

“Conduit” is a structure containing one or more Ducts, usually placed in the ground, in which cables or wires may be installed

“Confidential and/or Proprietary Information” has the meaning set forth in Section 11.1 of General Terms and Conditions.

“Daily Usage File” is the compilation of messages or copies of messages in standard Exchange Message Interface (EMI) format exchanged from AT&T to Sprint.

“Dedicated Transport” provides a local interoffice transmission path between AT&T and/or Sprint central offices. Dedicated Transport is limited to the use of a single customer and does not require switching at a Tandem.

“Defaulting Party” is a Party in breach of a material term or condition of the

Agreement.

“Directory Assistance Database” refers to a collection of subscriber records used by AT&T in its provision of live or automated operator-assisted directory assistance including but not limited to 411, 555-1212, NPA-555-1212.

“Directory Assistance Service” provides local end user telephone number listings with the option to complete the call at the callers direction separate and distinct from local switching.

“DSLAM” (Digital Subscriber Line Access Multiplexer) is a network multiplexing device that receives signals from multiple customer Digital Subscriber Line (DSL) connections and puts the signals on a high speed backbone line. DSLAMs connect DSL lines with some combination of asynchronous transfer mode (ATM), frame relay or IP networks.

“E911” (Enhanced 911 Service) means a telephone communication service which will automatically route a call dialed "911" to a designated public safety answering point (PSAP) attendant and will provide to the attendant the calling party's telephone number and, when possible, the address from which the call is being placed and the emergency response agencies responsible for the location from which the call was dialed.

“EDI” (Electronic Data Interchange) is the computer application to computer application exchange of standard business data between trading partners in a standard format. These standard formats, developed by the American National Standards Institute (ANSI) Accredited Standards Committee X12 (ASC X12) are utilized within the EDI environment. The Telecommunications Industry Forum (TCIF) (a committee sponsored by the Alliance for Telecommunications Industry Solutions [ATIS]) creates guidelines using specific ANSI ASC X12 transaction sets to conduct specific business transactions in the telecommunications industry. This allows for an industry standard exchange of product and service ordering data between CLECs and ILECs.

“Environmental Hazard” means any substance the presence, use, transport, abandonment or disposal of which (i) requires investigation, remediation, compensation, fine or penalty under any Applicable Law (including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act, Superfund Amendment and Reauthorization Act, Resource Conservation Recovery Act, the Occupational Safety and Health Act and provisions with similar purposes in applicable foreign, state and local jurisdictions) or (ii) poses risks to human health, safety or the environment (including, without limitation, indoor, outdoor or orbital space environments) and is regulated under any Applicable Law.

“Exchange Message Interface” is the nationally administered standard format for the exchange of data among the Exchange Carriers within the telecommunications industry.

“Grandfathered Service” means a service which can be resold only to existing subscribers of the grandfathered service.

“Hazardous Materials” means any hazardous or toxic substance, material or waste listed in the United States Department of Transportation HAZARDOUS MATERIALS Table at 49 CFR 172.101; any hazardous substance listed by the Environmental Protection Agency (EPA) under the Comprehensive Environmental, Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §§ 9601 et. seq., as amended, and found at 40 CFR Part 302; any hazardous waste listed under the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §§ 6901 et. seq., as amended, and found at 40 CFR Part 261; any toxic substance regulated by the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et. seq., as amended; any insecticide, fungicide, or rodenticide regulated by the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§ 136 et. seq.; and the following specified substances or materials, that may or may not be regulated by the above: (1) asbestos or asbestos-containing materials; (2) petroleum or petroleum-based or derived products or by-products; (3) polychlorinated biphenyls (PCBs); and (4) radon.

“INP” (Interim Number Portability) is as defined in Attachment 5, Section 3.1.

“Intercompany Settlements (ICS)” is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls and is administered by Telcordia (formerly BellCore)’s Calling Card and Third Number Settlement System (CATS). Included is traffic that originates in one Regional Bell Operating Company’s (RBOC) territory and bills in another RBOC’s territory.

“Intermediary function” is defined as the delivery of traffic from Sprint; a CLEC other than Sprint or another telecommunications carrier through the network of AT&T or Sprint to an end user of Sprint; a CLEC other than Sprint or another telecommunications carrier.

“ISP-Bound Traffic” is defined as telecommunications traffic delivered to an information service provider (“ISP”). ISP-Bound Traffic is not considered Local Traffic subject to reciprocal compensation but instead is classified as information access.

“LIDB” (Line Information Data Base) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with end user line numbers and special billing numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. LIDB queries include functions such as screening billed numbers that provides the ability to accept collect or third number billing calls and validation of telephone line number based non-proprietary calling cards.

“Local Interconnection” is as described in the Telecommunications Act of 1996 and refers to the linking of two networks for the mutual exchange of traffic. This term

does not include the transport and termination of traffic.

"Local Number Portability (LNP)" means Interim Number Portability (INP) or Permanent Number Portability (PNP) (long term database method for number portability) as defined in 47 CFR 52.21 - 52.33.

"Local Service Request" (LSR) means an industry standard form used by the Parties to add, establish, change or disconnect local services. The LSR format and industry standards govern all local service requests, i.e. Resale, Unbundled Elements, and Combinations of Unbundled Elements.

"Message Distribution" is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.

"Mobile Switching Center" or "MSC" is a switching facility that is an essential element of the CMRS network which performs the switching for the routing of calls between and among its mobile subscribers and subscribers in other mobile or landline networks. The MSC is used to interconnect trunk circuits between and among End Office Switches and Tandem Switches, aggregation points, points of termination, or points of presence and also coordinates inter-cell and inter-system call hand-offs and records all system traffic for analysis and billing.

"Multiple Exchange Carrier Access Billing ("MECAB")" means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by Telcordia (formerly BellCore) as Special Report SR-BDS-000983, containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or CLECs or by one LEC in two or more states within a single LATA.

"NANP" (North American Numbering Plan), the system or method of telephone numbering employed in the United States, Canada, and certain Caribbean countries. It denotes the three digit Numbering Plan Area code and a seven digit telephone number made up of a three digit Central Office code plus a four digit station number.

"Network Element" is defined to mean a facility or equipment used in the provision of a telecommunications service. Such term may include, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service. The agreement of the parties as to the provision of Network Elements is as set forth in Attachment 2 of this Agreement.

"Network Interface Device" (NID) is as defined in Attachment 2, Section 2.7.1.

"Non-Intercompany Settlement System (NICS)" is the Telcordia (formerly

BellCore) system that calculates non-intercompany settlements amounts due from one company to another within the same RBOC region. It includes credit card, third number and collect messages.

“NPA” (Numbering Plan Area) (sometimes referred to as an area code) is the three digit indicator which is designated by the first three digits of each 10-digit telephone number within the NANP.

“NXX”, “NXX Code”, or “Central Office Code”, or “CO Code” is the three-digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a 10 digit telephone number within the North America Numbering Plan (“NANP”).

“OBF” means the Ordering and Billing Forum, which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

“Operator Services” provides (1) operator handling for call completion (e.g. collect calls); (2) operator or automated assistance for billing after the subscriber has dialed the called number (e.g. credit card calls); and (3) special services (e.g. BLV/BLVI, Emergency Agency Call).

“Percent Local Usage (PLU)” The PLU is calculated by dividing the Local MOU delivered to a Party for termination by the total MOU delivered to a Party for termination.

"Permanent Number Portability (PNP)" means the use of the long-term database method for number portability that complies with the performance criteria set forth in 47 CFR 52.23 (a).

"Physical Collocation" means the right of Sprint to occupy that certain area designated by AT&T within an AT&T Premises, of a size which is specified by Sprint and agreed to by AT&T which agreement should not be unreasonably withheld. Types of Physical Collocation include Shared, Caged, Cageless, and Adjacent.

“PSAP” (Public Safety Answering Point) is the public safety communications center where 911 calls placed by the public for a specific geographic area will be answered.

“Reseller” is a category of Local Exchange service providers who obtain dial tone and associated Telecommunications Services from another provider for resale to their end user subscribers.

“Revenue Accounting Office (RAO) Status Company” is a local exchange company/alternate local exchange company that has been assigned a unique RAO code. Message data exchanged among RAO status companies is grouped (i.e. packed) according to From/To/Bill RAO combinations.

“Service Control Point (“SCP”)” is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service application

logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network.

“Shared Transport” is as defined in Attachment 3.

“Signaling Transfer Point (“STP”)” are packet switches that provide CCs message routing and transport. They are stored programmed switches that use information contained in the message, in conjunction with information stored in memory, to route the message to the appropriate destination signaling point.

“SONET” is an optical interface standard that allows interworking of transmission products from multiple vendors (i.e. mid-span meets) with a base rate of 51.84 Mbps(OC-1/STS-1).

“Subsidiary” is an entity in which another corporation owns at least a majority of the shares and has controlling interest.

“Switched Exchange Access Services” is as defined in Attachment 3.

“Tandem”, “Tandem Switching” serves to connect central offices by connecting one trunk to another. A tandem switch is an intermediate switch or connection between an originating telephone call location and the final destination of the call.

“Technically Feasible” Interconnection, access to unbundled network elements, collocation, and other methods of achieving interconnection or access to unbundled network elements at a point in the network shall be deemed technically feasible absent technical or operational concerns that prevent the fulfillment of a request by a telecommunications carrier for such interconnection, access, or methods. A determination of technical feasibility does not include consideration of economic, accounting, billing, space, or site concerns, except that space and site concerns may be considered in circumstances where there is no possibility of expanding the space available.

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

“Telecommunications Carrier” means any provider of telecommunications services, except that such term does not include aggregators of telecommunications services.

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

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

"Waste" means all hazardous and non-hazardous substances and materials which are intended to be discarded, scrapped, or recycled, associated with activities Sprint or AT&T or their respective contractors or agents perform at work locations. It shall be presumed that all substances or materials associated with such activities, that are not in use or incorporated into structures (including without limitation damaged components or tools, leftovers, containers, garbage, scrap, residues or byproducts), except for substances and materials that Sprint, AT&T or their respective contractors or agents intend to use in their original form in connection with similar activities, are Waste. "Waste" shall not include substances, materials or components incorporated into structures (such as cable routes) even after such components or structure are no longer in current use.

"Wire Center" is the location where subscriber outside cable plant is terminated. A Wire Center can also denote a building in which one or more central offices, used for the provision of Basic Exchange Services and access services, are located.

ATTACHMENT 1

RESALE

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RESALE

This Attachment 1 is subject to the General Terms and Conditions of this Agreement

1. DISCOUNT RATES

The rates pursuant by which Sprint CLEC is to purchase services from AT&T for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference.

2. DEFINITION OF TERMS

- 2.1 CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.
- 2.2 DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by AT&T.
- 2.3 END USER means the ultimate user of the telecommunications services.
- 2.4 END USER CUSTOMER LOCATION means the physical location of the premises where an end user makes use of the telecommunications services.
- 2.5 NEW SERVICES means functions, features or capabilities that are not currently offered by AT&T. This includes packaging of existing services or combining a new function, feature or capability with an existing service.
- 2.6 OTHER/COMPETITIVE LOCAL EXCHANGE COMPANY (OLEC/CLEC) means an entity certificated by the public service commissions of AT&T's franchised area to provide local exchange service within AT&T's franchised area.
- 2.7 RESALE means an activity wherein a certificated CLEC, such as Sprint CLEC purchases for resale at wholesale rates any telecommunications service that AT&T provides at retail to subscribers who are not telecommunications carriers.
- 2.8 RESALE SERVICE AREA means the area, as defined in a public service commission approved certificate of operation, within which a CLEC, such as Sprint CLEC, may offer resold local exchange telecommunications service.

3. GENERAL PROVISIONS

3.1 At the request of Sprint CLEC, and pursuant to the requirements of the Act, and FCC and Commission Rules and Regulations, AT&T shall make available to Sprint CLEC for resale all Telecommunications Services that AT&T currently provides or may provide hereafter at retail to subscribers who are not telecommunications carriers. Notwithstanding the foregoing, the exclusions and limitations on services available for resale will be as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

3.1.1 AT&T agrees to make available for resale all features and functions available in connection with Telecommunications Services, including but not limited to the following:

Dial tone and ring

Capability for either dial pulse or touch tone recognition

Capability to complete calls to any location

Same extended local calling area

1+ IntraLATA toll calling

PIC 1+ service

CIC dialing (101XXXX)

Same access to vertical features and functions

Call detail recording capability required for end user billing

Flat and Measured Service

International Calling

911, 500, 700, 800, 888, 900, 976 dialing Ringing

Repeat dial capability

Multi-line hunting

PBX trunks and DID service

Stand-alone vertical services and/or vertical features (pursuant to Section 3.1.2 below)

3.1.2 Resale of Custom Calling Services.

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3.1.3 CLASS and Customer Features Requirements. Sprint CLEC may purchase the entire set of CLASS and Custom features and functions, or a subset of any one or any combination of such features, on a Customer-specific basis, without restriction on the minimum or maximum number of lines or features that may be purchased for any one level of service.

3.1.4 Voluntary Federal and State Customer Financial Assistance Programs. Local

Services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body, include programs such as Voluntary Federal Customer Financial Assistance Program and Link-Up America (“Voluntary Federal Customer Financial Assistance Programs”). When an AT&T Customer eligible for the Voluntary Federal Customer Financial Assistance Program or other similar state programs chooses to obtain Local Service from Sprint CLEC, AT&T shall forward available information regarding such Customer’s eligibility to participate in such programs to Sprint CLEC, in accordance with procedures to be mutually established by the Parties and applicable state and federal law.

- 3.1.5 AT&T shall provide access to E911/911 in the same manner that it is provided to AT&T Customers. AT&T will enable Sprint CLEC Customers to have E911/911 call routing to the appropriate Public Safety Answering Point (PSAP). AT&T shall provide and validate Sprint CLEC Customer information to the PSAP. AT&T shall use its service order process to update and maintain, on the same schedule that it uses for its end users, the Sprint CLEC Customer service information in the Automatic Location Identification/Database Management System (“ALI/DMS”) used to support E911/911 services.
- 3.1.6 Intentionally Left Blank
- 3.1.7 Blocking Service. AT&T shall provide blocking of 700, 900, 976 and any new services of this type individually or in any combination upon request, including bill to third party and collect calls. Blocking shall be provided on a line, trunk or individual service basis at parity with what AT&T provides its end users.
- 3.1.8 AT&T will provide Sprint CLEC with at least the capability to provide a Sprint CLEC Customer the same experience as AT&T provides its own Customers with respect to all Local Services. The capability provided to Sprint CLEC by AT&T shall be in accordance with standards or other measurements that are at least equal to the level that AT&T provides itself, any affiliate, other local service providers, its end users or is required to provide by law and its own internal procedures.
- 3.2 AT&T shall make available telecommunications services for resale at the discounted rates set forth in Exhibit A to this Agreement and subject to the exclusions and limitations set forth in Exhibit B to this Agreement. Neither Party, however, waives its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit A or the exclusions and limitations contained in Exhibit B. Both Parties reserve the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with the outcome of the appeal.

- 3.3 Sprint CLEC may purchase resale services from AT&T for its own use in operating its business. The resale discount will apply to those services under the following conditions:
- 3.3.1 Sprint CLEC must resell services to other End Users.
- 3.3.2 Sprint CLEC must order services through resale interfaces, i.e., the Local Service Center (LSC) pursuant to Section 4 of the General Terms and Conditions.
- 3.3.3 Sprint CLEC cannot be an alternative local exchange telecommunications company for the single purpose of selling to itself.
- 3.4 The provision of services by AT&T to Sprint CLEC does not constitute a joint undertaking for the furnishing of any service.
- 3.5 Sprint CLEC will be the customer of record for all services purchased from AT&T. Except as specified herein, AT&T will take orders from, bill and expect payment from Sprint CLEC for all services.
- 3.6 Sprint CLEC will be AT&T's single point of contact for all services purchased pursuant to this Agreement. AT&T shall have no contact with the end user with respect to such services except as expressly authorized by Sprint CLEC.
- 3.7 Either Party may serve an end user of the other party and neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
- 3.8 For the purpose of resale of AT&T's telecommunications services by Sprint CLEC, number retention by the end user shall be provided in accordance with the provisions set forth in Attachment 5 of this Agreement, incorporated herein by reference.
- 3.9 For the purpose of the resale of AT&T's telecommunications services by Sprint CLEC, number reservation shall be provided for in accordance with the provisions set forth in Attachment 5, Section 1 of this Agreement, incorporated herein by reference.
- 3.10 Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 3.11 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- 3.12 AT&T can refuse service when it has reasonable grounds to believe that service will be used in violation of the law. Reasonable grounds to refuse service shall be based upon the same criteria AT&T uses to refuse service to its own end users.

- 3.13 AT&T accepts no responsibility to any person for any unlawful act committed by Sprint CLEC or its end users as part of providing service to Sprint CLEC for purposes of resale or otherwise.
- 3.14 The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than AT&T shall not:
- 3.14.1 Interfere with or impair service over any facilities of AT&T, its affiliates, or its connecting and concurring carriers involved in its service; or
- 3.14.2 Impair the privacy of any communications.
- 3.15 If Sprint CLEC becomes aware that an AT&T resold telecommunications service is being used in a manner other than that which the service was originally intended as described in AT&T's retail tariffs and/or Guidebook, Sprint CLEC has the responsibility to notify AT&T. AT&T will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.
- 3.16 Facilities and/or equipment utilized by AT&T to provide service to Sprint CLEC remain the property of AT&T.
- 3.17 White page directory listings will be provided in accordance with Section 6 of the General Terms of this Agreement and with the regulations set forth in the applicable AT&T Tariff and/or Guidebook.
- 3.18 AT&T shall provide electronic access to customer record information. Access is provided through mechanized systems by which Sprint CLEC may submit LSRs electronically or as mutually agreed by the Parties. Customer Record Information includes but is not limited to, customer specific information in the Resale Billing System. In addition, Sprint CLEC shall provide to AT&T access to customer record information as authorized by the end user including electronic access where available. Otherwise, Sprint CLEC shall use best efforts to provide paper copies of customer record information within two (2) business days upon request by AT&T. The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission, and further agree that Sprint CLEC and AT&T will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.
- 3.19 Charges for use of Operational Support Systems (OSS) shall be as ordered by appropriate state regulatory authorities or as mutually agreed by the Parties as set forth in the Resale Rate Exhibit of this Attachment.
- 3.20 Intentionally Left Blank for States of California, Nevada, Connecticut, Arkansas, Kansas, Missouri, Oklahoma and Texas,

3.20.1 For Illinois, Indiana, Ohio, Michigan and Wisconsin:

Where available, AT&T shall provide the following telecommunications services at a discount to allow for voice mail services:

- Message Waiting Indicator (“MWI”), stutter dialtone and message waiting light feature capabilities
- Call Forward Busy Line (“CF/B”)
- Call Forward Don’t Answer (“CF/DA”)

Further, AT&T messaging services set forth in AT&T’s Messaging Service Information Package shall be made available for resale without the wholesale discount.

3.21 Intentionally Left Blank.

3.22 Recovery of charges associated with implementing Number Portability shall be as set forth in Section 2 of Attachment 5, incorporated herein by this reference.

3.23 Dialing Parity. AT&T agrees that Sprint CLEC Customers will experience the same dialing parity as AT&T’s Customers, such that, for all call types: (i) a Sprint CLEC Customer is not required to dial any greater number of digits than an AT&T Customer; (ii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality experienced by a Sprint CLEC Customer is at least equal in quality to that experienced by an AT&T Customer; and (iii) the Sprint CLEC Customer may retain its local telephone number.

4. AT&T’S PROVISION OF SERVICES TO SPRINT CLEC

4.1 Sprint CLEC agrees that its resale of AT&T services shall be as follows:

4.1.1 No terms and conditions, including use and user restrictions, shall be applicable to the resale of AT&T’s telecommunications services except for:

4.1.1.1 a restriction on the resale of cross-class selling; and

4.1.1.2 reasonable, non-discriminatory and narrowly tailored terms, conditions and limitations in the underlying AT&T tariffs and/or Guidebook.

4.1.2 AT&T reserves the right to periodically audit services purchased by Sprint CLEC to

establish authenticity of use. Such audit shall not occur more than once in a calendar year. Sprint CLEC shall make available to AT&T or AT&T's auditors such records and data which are reasonably necessary to establish authenticity of use. AT&T shall bear the cost of said audit.

- 4.2 Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of AT&T in the appropriate section of AT&T's Tariffs and/or Guidebook. Specific tariff features (e.g. a usage allowance per month), shall not be aggregated across multiple resold services.

4.3 Support Functions

4.3.1 **OS/DA NON-RECURRING CHARGES FOR LOADING AUTOMATED CALL GREETING (I.E. BRAND ANNOUNCEMENT), RATES AND REFERENCE INFORMATION**

- 4.3.1.1 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. It is not technically feasible to avoid the automatic pre-recorded announcement function in these OS/DA switches, therefore Sprint CLEC agrees that it shall establish a pre-recorded greeting to play for every OS or DA call dialed by Sprint CLEC's end user, and this greeting is mandatory, not optional, when **AT&T** is the OS/DA provider.

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

- 4.3.1.1.2 **AT&T** will then perform all of the loading and testing of the announcement for each applicable OS/DA switch prior to live traffic. Sprint CLEC may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner, for subsequent loading and testing charges.

- 4.3.1.2 If Sprint CLEC does not wish to brand the OS/DA calls, Sprint CLEC may also have their end user hear silence upon connecting with the OS/DA switch by having **AT&T** 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.

- 4.3.1.2.1 Sprint CLEC understands that silent announcements may not be perceived by dialing end users as ordinary mechanical handling of OS/DA calls.

- 4.3.1.2.2 Sprint CLEC agrees that if it does not brand the call, Sprint CLEC shall indemnify and hold **AT&T** harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing end user.

- 4.3.1.2.3 **AT&T** must make the silent recording play for the shortest possible duration technically feasible for each applicable OS/DA switch, but otherwise has no responsibility if a silent announcement is chosen by Sprint CLEC.

- 4.3.1.3 **AT&T** will be responsible for loading the Sprint 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** retail end users. Sprint 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.

- 4.3.1.4 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 attached Pricing Schedule.
- 4.3.1.5 In all current **AT&T** OS/DA switches, the applicable Sprint CLEC-charged retail OS/DA rates and a Sprint CLEC-provided contact number (e.g., reference to a Sprint CLEC business office or repair call center) are loaded into the system utilized by the OS/DA Operator.
- 4.3.1.6 **AT&T** will be responsible for loading the Sprint CLEC-provided OS/DA retail rates and the Sprint CLEC-provided contact number(s) into the OS/DA switches. Sprint CLEC will be responsible for paying the initial reference and rate loading charges.
- 4.3.1.7 Rate/Reference load charges are assessed per loaded set of rates/references, 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, each loading incurring the Rate/Reference charge). These charges are mandatory, nonrecurring and are found in the attached Pricing Schedule.
- 4.3.1.8 To the extent that Sprint CLEC has already established the Branding/Silent Announcement recording in AT&T 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.
- 4.3.1.9 To the extent that Sprint CLEC has not established the Branding/Silent Announcement recording in AT&T 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 at the rates set forth in the attached Pricing Schedule.
- 4.3.2 Operator Services - Interim Measures
 - 4.3.2.1 Where AT&T is the provider of Directory Assistance service, AT&T agrees to provide Sprint CLEC Customers with the same Directory Assistance available to AT&T Customers. If requested by Sprint CLEC, AT&T will provide Sprint CLEC Directory Assistance Service under the Sprint CLEC brand. At such time AT&T implements branding for its own Directory Assistance service AT&T shall brand Sprint CLEC Directory Assistance in the same manner as it provides itself.
 - 4.3.2.1.1 Sprint CLEC recognizes that AT&T's providing to Sprint CLEC Directory Assistance Service under Sprint CLEC's brand may require additional costs to be incurred by AT&T. AT&T will charge Sprint CLEC for such branded Directory Assistance capability under the wholesale rate plus the reasonable and demonstrable costs necessary to implement Sprint CLEC's branding request. If there is a dispute

concerning reasonable and demonstrable cost, such dispute will be resolved pursuant to Section 14 of the General Terms and Conditions of this Agreement.

4.3.2.2 Additionally, AT&T warrants that such service will provide the following minimum capabilities to Sprint CLEC's Customers:

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4.3.2.2.2 Name and address to Sprint CLEC Customers upon request, except for unlisted numbers, in the same states where such information is provided to AT&T Customers.

4.3.2.2.3 Upon request, call completion to the requested number for local and intraLATA toll calls, where this service is available.

4.3.2.2.4 Populate the listing database in the same manner and in the same time frame as if the Customer was an AT&T Customer.

4.3.2.2.5 Any information provided by a Directory Assistance Automatic Response Unit (ARU) will be repeated the same number of times for Sprint CLEC Customers as for AT&T's Customers.

4.3.2.2.6 Service levels will comply with applicable state regulatory requirements for:

- (a) number of rings to answer
- (b) average work time
- (c) disaster recovery options

4.3.2.2.7 Intercept service for Customers moving service will include:

- (a) referral to new number, either 7 or 10 digits
- (b) repeat of the new number twice on the referral announcement
- (c) repeat of the new recording twice

4.3.2.3 AT&T shall provide Operator Services to Sprint CLEC's Customers at the same level of service available to BellSouth end users.

4.3.2.4 AT&T agrees to provide Sprint CLEC Customers the same Operator Services available to AT&T Customers. If requested, AT&T will provide Sprint CLEC operator services branded as a Sprint CLEC call.

4.3.2.5 Additionally, BellSouth warrants that such service will provide the following minimum capabilities to Sprint CLEC Customers:

- 4.3.2.5.1 Instant credit on calls, as provided to AT&T Customers.
- 4.3.2.5.2 Routing of calls to Sprint CLEC when requested via existing Operator Transfer Service (OTS).
- 4.3.2.5.3 Busy Line Verification/Emergency Line Interrupt (BLV/ELI) services, as provided to AT&T customers.
- 4.3.2.5.4 Emergency call handling.
- 4.3.2.5.5 Notification of the length of call.
- 4.3.2.5.6 Caller assistance for the disabled in the same manner as provided to AT&T Customers.
- 4.3.2.5.7 Handling of collect calls: person to person and/or station to station.
- 4.3.2.5.8 Handling of third party calls.
- 4.3.3 Busy Line Verification and Emergency Line Interrupt.

Where AT&T does not route Operator Services traffic to Sprint CLEC's platform, AT&T shall perform Busy Line Verification and Emergency Line Interrupt for Sprint CLEC on resold AT&T lines. Where AT&T routes Operator Services traffic to Sprint CLEC's platform, AT&T shall provide BLV/ELI services when requested by Sprint CLEC Operators. Sprint CLEC and AT&T shall work together to ensure that sufficient facilities exist to support increased BLV/ELI volume due to Sprint CLEC's presence as a Local Service provider. Specifically, AT&T will engineer its BLV/ELI facilities to accommodate the anticipated volume of BLV/ELI requests during the Busy Hour. Sprint CLEC may, from time to time, provide its anticipated volume of BLV/ELI requests to AT&T for planning purposes. In those instances when the BLV/ELI facilities/systems cannot satisfy forecasted volumes, AT&T shall promptly inform Sprint CLEC, and the Parties shall work together to resolve capacity problems expediently.

5. MAINTENANCE OF SERVICES

- 5.1 Sprint CLEC will have the ability to report trouble for its end users to the appropriate AT&T trouble reporting center(s) twenty-four (24) hours a day, seven (7) days a week. Sprint CLEC will be assigned customer contact center(s) and escalation contacts when initial service agreements are made. Sprint CLEC end users calling AT&T will be referred to Sprint CLEC at the number provided by Sprint CLEC.
- 5.1.2 Methods and procedures for trouble reporting are outlined in the CLEC Handbook, available on-the AT&T CLEC Online website, as amended by AT&T in its sole discretion from time to time. All Parties agree to abide by the procedures contained therein.
- 5.2 Services resold under AT&T's Tariffs and/or Guidebook and facilities and equipment provided by AT&T shall be maintained by AT&T.
- 5.3 Sprint CLEC or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by AT&T, other than by connection or disconnection to any interface means used, except with the written consent of AT&T.
- 5.4 The Parties shall notify each other of situations that arise that may result in a service problem.
- 5.5 Sprint CLEC will be AT&T's single point of contact for all repair calls on behalf of Sprint CLEC's end users. The parties agree to provide one another with toll-free contact numbers for such purposes.
- 5.6 Sprint CLEC will contact the appropriate repair centers in accordance with procedures as mutually agreed by the Parties in the Work Center Operational Understanding Agreement.
- 5.7 For all repair requests, Sprint CLEC will utilize prescreening guidelines prior to referring the trouble to AT&T.
- 5.8 AT&T will bill Sprint CLEC for handling troubles that are found not to be in AT&T's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what AT&T charges to its retail customers for the same services and will be assessed based on the same criteria AT&T uses to charge its own retail customers.
- 5.9 AT&T may contact Sprint CLEC end users only as expressly authorized by Sprint CLEC, for maintenance purposes.

6. ESTABLISHMENT OF SERVICE

- 6.1 After receiving certification as a local exchange company from the appropriate regulatory agency, Sprint CLEC will provide the appropriate AT&T service center the necessary documentation to enable AT&T to establish a master account for resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, AT&T will begin taking orders for the resale of service. The Parties acknowledge that Sprint CLEC has already met these requirements.
- 6.2 Service orders will be in a standard format designated by AT&T.
- 6.3 When notification is received from Sprint CLEC that a current end user of AT&T will subscribe to Sprint CLEC's service, standard service order intervals equivalent to the intervals employed by AT&T in serving its own retail customers for the appropriate class of service will apply.
- 6.4 AT&T will not require end user confirmation, under any circumstances, prior to establishing service for Sprint CLEC's end user customer. Sprint CLEC must, however, be able to demonstrate end user authorization upon request.
- 6.5 Sprint CLEC will be the single point of contact with AT&T for all subsequent ordering activity resulting in additions or changes to resold services except that AT&T will accept a request directly from the end user for conversion of the end user's service from Sprint CLEC to AT&T or will accept a request from another CLEC for conversion of the end user's service from Sprint CLEC to the other LEC. AT&T will notify Sprint CLEC that such a request has been processed.
- 6.6 If AT&T determines that an unauthorized change in local service to Sprint CLEC has occurred, AT&T will reestablish service with the appropriate local service provider and will assess Sprint CLEC as the CLEC initiating the unauthorized change, the unauthorized change charge described in the applicable AT&T tariff and/or Guidebook. Appropriate nonrecurring charges, as set forth in the applicable AT&T state Tariff and/or Guidebook, will also be assessed to Sprint CLEC. These charges can be adjusted if Sprint CLEC provides satisfactory proof of authorization.

7. PAYMENT AND BILLING ARRANGEMENTS

- 7.1 Payment and billing arrangements are subject to the provisions of Attachment 7 - Billing and Billing Accuracy Certification of this Agreement incorporated herein by this reference.

8. DISCONTINUANCE OF SERVICE

8.1 The procedures for discontinuing service to an end user are as follows:

8.1.1 Where possible, AT&T will deny service to Sprint CLEC's end user on behalf of, and at the request of, Sprint CLEC. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of Sprint CLEC.

8.1.2 At the request of Sprint CLEC, AT&T will disconnect a Sprint CLEC end user customer using the same time intervals that it uses for its own retail customers.

8.1.3 All requests by Sprint CLEC for denial or disconnection of an end user for nonpayment must be in writing or electronic communication.

8.1.4 Sprint CLEC is solely responsible for notifying its end user of the proposed disconnection of the service.

8.1.5 AT&T will continue to process calls made to the Annoyance Call Center and will advise Sprint CLEC when it is determined that annoyance calls are originated from one of their end user's locations. AT&T shall be indemnified, defended and held harmless by Sprint CLEC and/or the end user against any claim, loss or damage arising from providing this information to Sprint CLEC. It is the responsibility of Sprint CLEC to take the corrective action necessary with its end users who make annoying calls, up to and including disconnection of service.

8.1.6 AT&T may disconnect and reuse facilities when the facility is in a denied state and AT&T has received an order to establish new service or transfer of service from an end user or an end user's CLEC at the same address served by the denied facility.

8.2 The procedures for discontinuing service to Sprint CLEC are as follows:

8.2.1 AT&T reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by Sprint CLEC of the rules and regulations of AT&T's Tariffs and/or Guidebook, provided that Sprint CLEC receives reasonable notice of such suspension or termination and has had reasonable opportunity to remedy such violation or non-compliance.

8.2.2 If payment of account is not received by the bill day in the month after the original bill day, AT&T, upon written notice, may refuse additional applications for service. In addition, any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. AT&T may, at the same time, give thirty days notice to the person designated by Sprint CLEC to receive notices of noncompliance, and discontinue the provision of existing services to Sprint CLEC at any time thereafter.

- 8.2.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
- 8.2.4 If AT&T does not discontinue the provision of the services involved on the date specified in the thirty days notice and Sprint CLEC's noncompliance continues, nothing contained herein shall preclude AT&T's right to discontinue the provision of the services to Sprint CLEC without further notice.
- 8.2.5 If payment is not received or arrangements made for payment by the date given in the written notification, Sprint CLEC's services will be discontinued. Upon discontinuance of service on Sprint CLEC's account, service to Sprint CLEC's end users will be denied. AT&T will also reestablish service at the request of the end user or Sprint CLEC upon payment of the appropriate connection fee and subject to AT&T's normal application procedures. Sprint CLEC is solely responsible for notifying the end user of the proposed disconnection of the service.
- 8.2.6 If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.
9. LINE INFORMATION DATABASE (LIDB)
- 9.1 AT&T will store in its Line Information Database (LIDB) records relating to service only in the AT&T region. The LIDB Storage Agreement is included in this Attachment as Exhibit C.
10. OPTIONAL DAILY USAGE FILE (ODUF)
- 10.1 The Optional Daily Usage File (ODUF) Agreement with terms and conditions is included in Attachment 7, Section 9 of this Agreement. Rates for ODUF are as set forth in the Pricing Schedule.
- 10.2 AT&T will provide Optional Daily Usage File (ODUF) service upon written request to the AT&T Account Manager stating the requested activation date.
11. **INTENTIONALLY LEFT BLANK**

RESALE DISCOUNTS

State	Residence Discount	Business Discount
Arkansas	14.50%	14.50%
California	17.00%	17.00%
Connecticut	25.40%	25.40%
Illinois	Individual cost work required.	
Indiana	21.46%	21.46%
	21.60%	21.60%
Kansas	Tiered Option: Lines – 19.5%; Vertical Features – 30.5%; Toll – 17.0%	
Michigan	16.62%	16.62%
Missouri	19.20%	19.20%
Nevada	18.05%	18.05%
Ohio	20.29%	20.29%
Oklahoma	19.80%	19.80%
Texas	21.60%	21.60%
Wisconsin		
• Access Lines	14.50%	17.50%
• Access (NRC)	25.00%	27.50%
• Local Usage	17.50%	20.00%
• Toll Usage	21.50%	25.00%
• CO Services	23.00%	25.00%
• ISDN	9.70%	9.70%
• Misc. Business	NA	15.00%
• OS/DA	15.00%	15.00%
• Centrex	NA	25.00%
• Private Line	8.00%	8.00%
• Other	6.00%	25.00%

OPERATIONS SUPPORT SYSTEMS (OSS) RATES

AT&T has developed and made available the following mechanized systems by which Sprint CLEC may submit LSRs electronically.

LASR	Local Access Service Request system
EDI	Electronic Data Interface
LEX	LSR Exchange

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in Attachment 6 of this Agreement incorporated herein by this reference.

EXCLUSIONS AND LIMITATIONS ON SERVICES AVAILABLE FOR RESALE

	Type of Service	AR		KS		MO		OK		TX	
		Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount
1	Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Promotions: > 90 Days (Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3	Promotions: ≤ 90 Days (Note 2)	Yes	No	Yes	No	No	No	Yes	No	Yes	No
4	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
5	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6	AT&T Wholesale Voicemail Service(Note 3)	No	No	No	No	No	No	No	No	No	No
7	Mobile Services	No	No	No	No	No	No	No	No	No	No
8	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	Yes
9	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
10	End User Line Charge - Number Portability	No	No	No	No	No	No	No	No	No	No
11	Public Telephone Access Service (PTAS)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
12	Inside Wire Maintenance Service Plan (Note 4)	No	No	No	No	No	No	No	No	No	No

Applicable Notes:

1.	Grandfathered services can be resold only to existing subscribers of the grandfathered service.
2.	Where available for resale, promotions will be made available only to End Users who would have qualified for the promotion had it been provided by AT&T directly.
3.	AT&T Wholesale Voice Mail offering for Resellers is not equivalent to AT&T Retail offering. AT&T Wholesale Voice Mail product availability is limited to Illinois, Indiana, Michigan, Ohio and Wisconsin, where service is offered via stand-alone agreement.
4.	Where available, Inside Wire Maintenance Service plans are offered via stand-alone agreement. (Inside Wire Maintenance Plans are not available in Connecticut or Nevada.)
5.	Some of AT&T's local exchange and toll telecommunications services are not available in certain central offices and areas.

EXCLUSIONS AND LIMITATIONS ON SERVICES AVAILABLE FOR RESALE

	Type of Service	IL		IN		MI		OH		WI	
		Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount
1	Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Promotions: > 90 Days (Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3	Promotions: ≤ 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
4	Lifeline/Link Up Services	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
5	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6	AT&T Wholesale Voicemail Service (Note 3)	No	No	No	No	No	No	No	No	No	No
7	Mobile Services	No	No	No	No	No	No	No	No	No	No
8	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
10	End User Line Charge – Number Portability	No	No	No	No	No	No	No	No	No	No
11	Public Telephone Access Service (PTAS)	Yes	No	Yes	Yes	Yes	No	Yes	No	Yes	No
12	Inside Wire Maintenance Service Plan (Note 4)	No	No	No	No	No	No	No	No	No	No

Applicable Notes:

- Grandfathered services can be resold only to existing subscribers of the grandfathered service.
- Where available for resale, promotions will be made available only to End Users who would have qualified for the promotion, had it been provided by AT&T directly.
- AT&T Wholesale Voice Mail offering for Resellers is not equivalent to AT&T Retail offering.** AT&T Wholesale Voice Mail product availability is limited to Illinois, Indiana, Michigan, Ohio and Wisconsin, where service is offered via stand-alone agreement.
- Where available, Inside Wire Maintenance Service plans are offered via stand-alone agreement. (Inside Wire Maintenance Plans are not available in Connecticut or Nevada.)
- Some of AT&T's local exchange and toll telecommunications services are not available in certain central offices and areas.

EXCLUSIONS AND LIMITATIONS ON SERVICES AVAILABLE FOR RESALE

	Type of Service	CT		CA		NV	
		Resale	Discount	Resale	Discount	Resale	Discount
1	Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes
2	Promotions: > 90 Days (Note 2)	Yes	Yes	Yes	Yes	Yes	Yes
3	Promotions: ≤ 90 Days (Note 2)	Yes	No	Yes	No	Yes	No
4	Lifeline/Link Up Services	No	No	No	No	Yes	Yes
5	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes
6	AT&T Wholesale Voicemail Service (Note 3)	No	No	No	No	No	No
7	Mobile Services	No	No	No	No	No	No
8	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No
9	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes
10	End User Line Charge – Number Portability	No	No	No	No	No	No
11	Public Telephone Access Service (PTAS)	Yes	Yes	Yes	Yes	Yes	Yes
12	Inside Wire Maintenance Service Plan (Note 4)	No	No	No	No	No	No

Applicable Notes:

- Grandfathered services can be resold only to existing subscribers of the grandfathered service.
- Where available for resale, promotions will be made available only to End Users who would have qualified for the promotion had it been provided by AT&T directly.
- AT&T Wholesale Voice Mail offering for Resellers is not equivalent to AT&T Retail offering.** AT&T Wholesale Voice Mail product availability is limited to Illinois, Indiana, Michigan, Ohio and Wisconsin, where service is offered via stand-alone agreement.
- Where available, Inside Wire Maintenance Service plans are offered via stand-alone agreement. (Inside Wire Maintenance Plans are not available in Connecticut or Nevada.)
- Some of AT&T's local exchange and toll telecommunications services are not available in certain central offices and areas.

EXHIBIT C

LINE INFORMATION DATA BASE (LIDB) STORAGE AGREEMENT

I. SCOPE

A. This Agreement sets forth the terms and conditions pursuant to which AT&T agrees to store in its LIDB certain information at the request of Sprint CLEC and pursuant to which AT&T, its LIDB customers and Sprint CLEC shall have access to such information. Sprint CLEC understands that AT&T provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Sprint CLEC, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.

B. LIDB is accessed for the following purposes:

1. Billed Number Screening
2. Calling Card Validation
3. Fraud Control

C. AT&T will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third party and collect calls made to numbers in AT&T's LIDB, provided that such information is included in the LIDB query. AT&T will establish fraud alert thresholds and will notify Sprint CLEC of fraud alerts so that Sprint CLEC may take action it deems appropriate. Sprint CLEC understands and agrees AT&T will administer all data stored in the LIDB, including the data provided by Sprint CLEC pursuant to this Agreement, in the same manner as AT&T's data for AT&T's end user customers. AT&T shall not be responsible to Sprint CLEC for any lost revenue which may result from AT&T's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by AT&T in its sole discretion from time to time.

Sprint CLEC understands that AT&T currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Sprint CLEC further understands that these billing and collection customers of AT&T query AT&T's LIDB to determine whether to accept various billing options from end users. Additionally, Sprint CLEC understands that presently AT&T has no method to differentiate between AT&T's own billing and line data in the LIDB and such data which it includes in the LIDB on Sprint CLEC's behalf pursuant to this Agreement. Therefore, until such time as AT&T can and does implement in its LIDB and its supporting systems the means to differentiate Sprint CLEC's data from AT&T's data and the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

- (a) Sprint CLEC agrees that it will accept responsibility for telecommunications services billed by AT&T for its billing and collection customers for Sprint CLEC's end user accounts which are resident in LIDB pursuant to this Agreement. Sprint CLEC authorizes AT&T to place such charges on Sprint CLEC's bill from AT&T and agrees that it shall pay all such charges. Charges for which Sprint CLEC hereby takes responsibility include, but are not limited to, collect and third number calls.
- (b) Charges for such services shall appear on a separate AT&T bill page identified with the name of the entity for which AT&T is billing the charge.
- (c) Sprint CLEC shall have the responsibility to render a billing statement to its end users for these charges, but Sprint CLEC's obligation to pay AT&T for the charges billed shall be independent of whether Sprint CLEC is able or not to collect from Sprint CLEC's end users.
- (d) AT&T shall not become involved in any disputes between Sprint CLEC and the entities for which AT&T performs billing and collection. AT&T will not issue adjustments for charges billed on behalf of an entity to Sprint CLEC. It shall be the responsibility of Sprint CLEC and the other entity to negotiate and arrange for any appropriate adjustments.

II. TERM

The term of this Agreement will be as stated in the General Terms and Conditions, Section 2.1.

III. FEES FOR SERVICE AND TAXES

- A. Sprint CLEC will not be charged a fee for storage services provided by AT&T to Sprint CLEC, as described in Section I of this Agreement.
- B. Sales, use and all other taxes (excluding taxes on AT&T's income) determined by AT&T or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by Sprint CLEC. Sprint CLEC shall have the right to have AT&T contest with the imposing jurisdiction, at Sprint CLEC's expense, any such taxes that Sprint CLEC deems are improperly levied.

IV. INDEMNIFICATION

To the extent not prohibited by law, each Party will indemnify the other and hold the other harmless as provided in Section 9 of the General Terms and Conditions of this Agreement.

V. LIMITATION OF LIABILITY

The Parties will be governed by the Limitation of Liability provisions in the General Terms and Conditions of this Agreement.

VI. MISCELLANEOUS

- A. It is understood and agreed to by the Parties that AT&T may provide similar services to other companies.
- G. The Parties agree that the interpretation of this Agreement with regard to matters relating to Confidentiality and Publicity, Survival, Force Majeure and Governing Law shall be as provided in the General Terms and Conditions of this Agreement.

RESALE ADDENDUM

TO LINE INFORMATION DATA BASE (LIDB) STORAGE AGREEMENT

This is a Resale Addendum to the Line Information Data Base Storage Agreement dated _____, between AT&T, and Sprint CLEC, effective the ____ day of _____, ____.

I. GENERAL

This Addendum sets forth the terms and conditions for Sprint CLEC's provision of billing number information to AT&T for inclusion in AT&T's LIDB. AT&T will store in its LIDB the billing number information provided by Sprint CLEC, and AT&T will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

- A. Billing number - a number used by AT&T for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten digit number assigned by AT&T that identifies a telephone line associated with a resold local exchange service, or with a Local Number Portability arrangement.
- C. Special billing number - a ten digit number that identifies a billing account established by AT&T in connection with a resold local exchange service or with a SPNP arrangement.
- D. Calling Card number - a billing number plus PIN number assigned by AT&T.
- E. PIN number - a four digit security code assigned by AT&T which is added to a billing number to compose a fourteen digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Sprint CLEC.
- G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.

- J. Billing number information - information about billing number or Calling Card number as assigned by AT&T and toll billing exception indicator provided to AT&T by Sprint CLEC.

III. RESPONSIBILITIES OF PARTIES

- A. AT&T will include billing number information associated with resold exchange lines or Local Number Portability arrangements in its LIDB. Sprint CLEC will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.
- B. Under normal operating conditions, AT&T shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that AT&T shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond AT&T's reasonable control. AT&T will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, AT&T will issue line-based calling cards only in the name of Sprint CLEC. AT&T will not issue line-based calling cards in the name of Sprint CLEC's individual end users. In the event that Sprint CLEC wants to include calling card numbers assigned by Sprint CLEC in the AT&T LIDB, a separate agreement is required.
- C. AT&T will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.
- D. AT&T is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:
1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by AT&T, and where the last four digits (PIN) are a security code assigned by AT&T.
 2. Determine whether Sprint CLEC has identified the billing number as one which should not be billed for collect or third number calls, or both.

ATTACHMENT 2

NETWORK ELEMENTS AND OTHER SERVICES

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1 INTRODUCTION

- 1.1 This Attachment is subject to the General Terms and Conditions of this Agreement and sets forth rates, terms and conditions for unbundled network elements (Network Elements) and combinations of Network Elements (Combinations) that AT&T offers to Sprint CLEC for Sprint CLEC's provision of Telecommunications Services. AT&T shall offer Sprint CLEC access to Network Elements and Combinations in accordance with its obligations under Section 251(c)(3) of the Act and the orders, rules and regulations promulgated thereunder by the FCC(47 C.F.R. Part 51) and the Commission as interpreted by a court of competent jurisdiction. Additionally, this Attachment sets forth the rates, terms and conditions for other facilities and services AT&T makes available to Sprint CLEC (Other Services). Additionally, the provision of a particular Network Element or Other Service may require Sprint CLEC to purchase other Network Elements or services. In the event of a conflict between this Attachment and any other section or provision of this Agreement, the provisions of this Attachment shall control.
- 1.2 The rates for each Network Element, Combinations and Other Services are set forth in the applicable state Pricing Schedule. Where a Commission has adopted rates for network elements or services provided pursuant to this Attachment as of the Effective Date of the Agreement, it is the intent of the Parties that the rate exhibits incorporated into this Agreement will be those Commission adopted rates. If no rate is identified in this Agreement, the rate will be as set forth in the applicable AT&T tariff or as negotiated by the Parties upon request by either Party. If Sprint CLEC purchases service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply. A one-month minimum billing period shall apply to all Network Elements, Combinations and Other Services.
- 1.3 Sprint CLEC may purchase and use Network Elements and Other Services from AT&T in accordance with 47 C.F.R § 51.309.
- 1.4 The Parties shall comply with the requirements as set forth in the technical references within this Attachment 2.
- 1.5 Sprint CLEC shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services.
- 1.6 Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services. Upon request, AT&T shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to Sprint CLEC pursuant to Section 251 of the Act and under this Agreement or convert a Network Element or Combination that is available to Sprint CLEC pursuant to Section 251 of the Act and under this Agreement to an equivalent

wholesale service or group of wholesale services offered by AT&T (collectively "Conversion"). AT&T shall charge the applicable service order and record change charges for Conversions to specific Network Elements or Combinations found in the applicable state Pricing Schedule. AT&T shall also charge the same service order and record change charges when converting from Network Elements or Combinations. Any rate change resulting from the Conversion will be effective as of the next billing cycle following AT&T's receipt of a complete and accurate Conversion request from Sprint CLEC. A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between Sprint CLEC and AT&T. Any change from a wholesale service/group of wholesale services to a Network Element/Combination, or from a Network Element/Combination to a wholesale service/group of wholesale services, that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. AT&T will not require physical rearrangements if the Conversion can be completed through record changes only. Orders for Conversions will be handled in accordance with the guidelines set forth in AT&T's CLEC Online website at <https://clec.att.com/clec/>.

- 1.7 Except to the extent expressly provided otherwise in this Attachment, Sprint CLEC may not maintain unbundled network elements or combinations of unbundled network elements, that are no longer offered pursuant to this Agreement (collectively "Arrangements"). In the event AT&T determines that Sprint CLEC has in place any Arrangements after the Effective Date of this Agreement, AT&T will provide Sprint CLEC with thirty (30) days written notice to disconnect or convert such Arrangements and such conversion will be in accordance with Section 1.6 to the extent the conversion constitutes a Conversion pursuant to Section 1.6. If Sprint CLEC fails to submit orders to disconnect or convert such Arrangements within such thirty (30) day period of receiving such notice, AT&T will transition such circuits to the equivalent tariffed AT&T service(s). Those circuits identified and transitioned by AT&T pursuant to this Section 1.7 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs. The applicable recurring tariff charge shall apply to each circuit as of the Effective Date of this Agreement.
- 1.8 AT&T has designated and posted to CLEC Online the wire centers where Commissions have approved its wire center lists and, in the absence of Commission orders approving such lists, where AT&T contends the thresholds for DS1 and DS3 Unbundled High-Capacity Loops as defined in Section 2.1.4.5.1 and 2.1.4.5.2 for Tier 1 and Tier 2 Non-Impaired Wire Centers have been met. In the absence of a Commission order approving the unimpaired wire centers, AT&T's designations shall be treated as controlling (even if Sprint CLEC believes the list is inaccurate) for purposes of transition and ordering unless Sprint CLEC provides a self-certification for High-Capacity Loops and/or Transport for such wire center designations. Sprint

CLEC may not self-certify that it is entitled to a Network Element in a wire center that has been approved by the applicable Commission as unimpaired for that particular Network Element. Sprint CLEC will not submit High Capacity Loop and/or Transport orders based on the wire center designation, and, where applicable, if no self-certification is provided will transition its affected High-Capacity Loops and/or Transport in accordance with the applicable transition period. If Sprint CLEC does not provide a self-certification, Sprint CLEC will transition DS1 and DS3 Loop and Transport arrangements affected by AT&T's wire center designations as of March 11, 2005 by disconnecting or transitioning to an alternate facility or arrangement, if available, by March 11, 2006 and Sprint CLEC will transition any affected Dark Fiber Transport arrangements affected by AT&T's wire center designations as of March 11, 2005 by disconnecting or transitioning to an alternate facility or arrangement, if available, by September 11, 2006. AT&T will update the CLEC Online posted list and will advise CLECs of such posting via Accessible Letter, which term for the purposes of this Section 1.8, shall be deemed to mean an Accessible Letter issued after the Effective date of this Agreement.

- 1.8.1 If the Commission has not previously determined, in any proceeding, that a wire center is properly designated as a wire center meeting the thresholds set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), then, prior to submitting an order and self-certification pursuant to this Agreement for high capacity (DS1 or above) Dedicated Transport or high capacity Loops, Sprint CLEC shall undertake a reasonably diligent inquiry to determine whether Sprint CLEC is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. If, based on its reasonably diligent inquiry, Sprint CLEC disputes the AT&T wire center non-impairment designation, Sprint CLEC will provide a self-certification to AT&T identifying the wire center(s) for which it is self-certifying. In performing its inquiry, Sprint CLEC shall not be required to consider any lists of non-impaired Wire Centers compiled by AT&T as creating a presumption that a Wire Center is not impaired. Sprint CLEC can send a letter to AT&T claiming Self Certification or Sprint CLEC may elect to self-certify using a written or electronic notification sent to AT&T. If Sprint CLEC makes such a self-certification, and Sprint CLEC is otherwise entitled to the ordered element under the Agreement, AT&T shall provision the requested facilities in accordance with Sprint CLEC's order and within AT&T's standard ordering interval applicable to such facilities. If AT&T in error rejects Sprint CLEC's orders, where Sprint CLEC has provided self certification in accordance with this Section 1.8.1, AT&T will modify its systems to accept such orders within 5 business hours of Sprint CLEC notification to its account manager. Sprint CLEC may not submit a self-certification for a wire center after the transition period for the DS1/DS3 Loops and/or DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport impacted by the designation of the wire center has passed.

- 1.9 Sprint CLEC may utilize Network Elements and Other Services to provide services in accordance with this Agreement, as long as such services are consistent with industry standards and applicable AT&T Technical References.
- 1.10 AT&T will perform Routine Network Modifications (RNM) in accordance with FCC 47 C.F.R. § 51.319 (a)(7) and (e)(4) for Loops and Dedicated Transport provided under this Attachment. If AT&T performs such RNMs during normal operations and has recovered the costs for performing such modifications through the rates set forth in the applicable state Pricing Schedule or by tariff, then AT&T shall perform such RNM at no additional charge. RNM shall be performed within the intervals established for the Network Element and subject to the performance measurements and associated remedies set forth in Attachment 9 of this Agreement to the extent such RNM were anticipated in the setting of such intervals. If AT&T has not recovered the costs of such RNM in the rates set forth in the applicable state Pricing Schedule or by tariff, then such request will be handled as a project and rates will be determined on an individual case basis. If Special Construction is involved, AT&T will provide a price quote for the request and, upon receipt of payment from Sprint CLEC, AT&T shall perform the RNM.
- 1.11 Commingling of Services
- 1.11.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that Sprint CLEC has obtained at wholesale from AT&T, or the combining of a Network Element or Combination with one or more such wholesale Telecommunications Services or facilities. Sprint CLEC must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.
- 1.11.2 Subject to the limitations set forth elsewhere in this Attachment, AT&T shall not deny access to a Network Element or a Combination on the grounds that one or more of the elements: 1) is connected to, attached to, linked to, or combined with such a facility or service obtained from AT&T; or 2) shares part of AT&T's network with access services or inputs for mobile wireless services and/or interexchange services.
- 1.11.3 Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be billed at the rates set forth in this Agreement and the remainder of the circuit or service will be billed in accordance with AT&T's tariffed rates or rates set forth in a separate agreement between the Parties.
- 1.11.4 When multiplexing equipment is attached to a commingled circuit, the multiplexing equipment will be billed from the same agreement or tariff as the higher bandwidth circuit. Central Office Channel Interfaces (COCI) will be billed from the same agreement or tariff as the lower bandwidth circuit.

- 1.11.5 Notwithstanding any other provision of this Agreement, AT&T shall not be obligated to commingle or combine Network Elements or Combinations with any service, network element or other offering that it is obligated to make available only pursuant to Section 271 of the Act.
- 1.12 Terms and conditions for order cancellation charges and Expedite Charges will apply in accordance with Attachment 6 and are incorporated herein by this reference. The charges shall be as set forth in the applicable state Pricing Schedule.
- 1.13 Ordering Guidelines and Processes
- 1.13.1 For information regarding Ordering Guidelines and Processes for various Network Elements, Combinations and Other Services, Sprint CLEC should refer to AT&T's CLEC Online website.
- 1.13.2 Additional information may also be found in the individual CLEC Information Packages, which are incorporated herein by reference, as amended from time to time, located at AT&T's CLEC Online website.
- 1.13.3 The provisioning of Network Elements, Combinations and Other Services to Sprint CLEC's Collocation Space will require cross-connections within the central office to connect the Network Element, Combinations or Other Services to the demarcation point associated with Sprint CLEC's Collocation Space. These cross-connects are separate components that are not considered a part of the Network Element, Combinations or Other Services and, thus, have a separate charge pursuant to this Agreement.
- 1.13.4 Testing/Trouble Reporting.
- 1.13.4.1 Sprint CLEC will be responsible for testing and isolating troubles on Network Elements. Sprint CLEC must test and isolate trouble to the AT&T network before reporting the trouble to the Wholesale Customer Maintenance Center (WCMC). Upon request from AT&T at the time of the trouble report, Sprint CLEC will be required to provide the results of the Sprint CLEC test which indicate a problem on the AT&T network.
- 1.13.4.2 Once Sprint CLEC has isolated a trouble to the AT&T network, and has issued a trouble report to AT&T, AT&T will take the actions necessary to repair the Network Element when trouble is found. AT&T will repair its network facilities to its wholesale customers in the same time frames that AT&T repairs similar services to its retail End Users.
- 1.13.4.3 If Sprint CLEC reports a trouble on a AT&T Network Element and no trouble is found in AT&T's network, AT&T will charge Sprint CLEC a Maintenance of Service Charge for any dispatching and testing (both inside and outside the CO) required by AT&T in order to confirm the Network Element's working status.

AT&T will assess the applicable Maintenance of Service rates from the applicable state Pricing Schedule. The Parties disagree on the appropriate basis (i.e., TELRIC or Access Tariff) for rates in this Section 1.13.4.3 and reserve the right to pursue resolution of this issue through the appropriate forum.

- 1.13.4.4 In the event AT&T must dispatch to the End User's location more than once due to incorrect or incomplete information provided by Sprint CLEC (e.g., incomplete address, incorrect contact name/number, etc.), AT&T will bill Sprint CLEC for each additional dispatch required to repair the Network Element due to the incorrect/incomplete information provided. AT&T will assess the applicable Maintenance of Service rates from the applicable state Pricing Schedule. The Parties disagree on the appropriate basis (i.e., TELRIC or Access Tariff) for rates in this Section 1.13.4.4 and reserve the right to pursue resolution of this issue through the appropriate forum.

2 LOOPS

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

- 2.1.1 The Loop does not include any packet switched features, functions or capabilities.

- 2.1.2 Fiber to the Home (FTTH) loops are local loops consisting entirely of fiber optic cable, whether dark or lit, serving an End User's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE). Fiber to the Curb (FTTC) loops are local loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the End User's premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU's MPOE. The fiber optic cable in a FTTC loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five

hundred (500) feet from the respective End User's premises. FTTH/FTTC loops do not include local loops to predominantly business MDUs.

- 2.1.2.1 In new build (Greenfield) areas, where AT&T has only deployed FTTH/FTTC facilities, AT&T is under no obligation to provide Loops. FTTH facilities include fiber loops deployed to the MPOE of a MDU that is predominantly residential regardless of the ownership of the inside wiring from the MPOE to each End User in the MDU.
- 2.1.2.2 In FTTH/FTTC overbuild situations where AT&T also has copper Loops, AT&T will make those copper Loops available to Sprint CLEC on an unbundled basis, until such time as AT&T chooses to retire those copper Loops using the FCC's network disclosure requirements contained in 47 C.F.R. Part 51. In these cases, AT&T will offer a 64 kilobits per second (kbps) second voice grade channel over its FTTH/FTTC facilities.
- 2.1.2.3 Furthermore, in FTTH/FTTC overbuild areas where AT&T has not yet retired copper facilities, AT&T is not obligated to ensure that such copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such Loops by Sprint CLEC. If a request is received by AT&T for a copper Loop, and the copper facilities have not yet been retired, AT&T will restore the copper Loop to serviceable condition if technically feasible. In these instances of Loop orders in an FTTH/FTTC overbuild area, AT&T's standard Loop provisioning interval will not apply, and the order will be handled on a project basis by which the Parties will negotiate the applicable provisioning interval.
- 2.1.3 A hybrid Loop is a local Loop, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant.
- 2.1.3.1 Broadband Services. AT&T shall provide Sprint CLEC with nondiscriminatory access to the time division multiplexing features, functions and capabilities of such hybrid Loop, on an unbundled basis to establish a complete transmission path between AT&T's central office and an End User's premises. This access shall include access to all features, functions, and capabilities of the hybrid loop that are not used to transmit packetized information.
- 2.1.3.2 Narrowband services. Bellsouth will provide nondiscriminatory access on an unbundled basis to an entire hybrid loop capable of voice grade service using time division multiplexing technology or access to a spare home-run copper loop.
- 2.1.4 Transition for DS1 and DS3 Loops
- 2.1.4.1 For purposes of this Section 2, the Transition Period for the Embedded Base of DS1 and DS3 Loops and for the Excess DS1 and DS3 Loops (defined in 2.1.4.3) is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

- 2.1.4.2 For purposes of this Section 2, Embedded Base means DS1 and DS3 Loops that were in service for Sprint CLEC as of March 10, 2005 in those wire centers that, as of such date, met the criteria set forth in Sections 2.1.4.5.1 or 2.1.4.5.2 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.
- 2.1.4.3 Excess DS1 and DS3 Loops are those Sprint CLEC DS1 and DS3 Loops in service as of March 10, 2005, in excess of the caps set forth in Sections 2.3.6.2 and 2.3.12 below, respectively. Subsequent disconnects or loss of End Users shall be removed from Excess DS1 and DS3 Loops.
- 2.1.4.4 For purposes of this Section 2, a Business Line is as defined in 47 C.F.R. § 51.5. Similarly, a Fiber-based Collocator is as defined in 47 C.F.R. §51.5.
- 2.1.4.5 Notwithstanding anything to the contrary in this Agreement, and except as set forth in Section 2.1.4.12 below, AT&T shall make available DS1 and DS3 Loops as described in this Section 2.1.4 only for (1) Sprint CLEC's Embedded Base and (2) Sprint CLEC's Excess DS1 and DS3 Loops during the Transition Period:
- 2.1.4.5.1 DS1 Loops at any location within the service area of a wire center containing 60,000 or more Business Lines and four (4) or more fiber-based collocators.
- 2.1.4.5.2 DS3 Loops at any location within the service area of a wire center containing 38,000 or more Business Lines and four (4) or more fiber-based collocators.
- 2.1.4.6 A list of wire centers meeting the criteria set forth in Sections 2.1.4.5.1 and 2.1.4.5.2 above are set forth on the AT&T CLEC Online website.
- 2.1.4.7 Notwithstanding the Effective Date of this Agreement, during the Transition Period, the rates for Sprint CLEC's Embedded Base of DS1 and DS3 Loops and Sprint CLEC's Excess DS1 and DS3 Loops described in this Section 2.1.4 shall be the applicable rates in the applicable state Pricing Schedule, plus 15%.
- 2.1.4.8 The Transition Period shall apply only to (1) Sprint CLEC's Embedded Base and (2) Sprint CLEC's Excess DS1 and DS3 Loops. Sprint CLEC shall not add new DS1 or DS3 loops as described in this Section 2.1.4 pursuant to this Agreement, except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment and as set forth in Section 2.1.4.12 below.
- 2.1.4.9 Once a wire center exceeds both of the thresholds set forth in Section 2.1.4.5.1, no DS1 Loop unbundling will be required in that wire center except as provided for in 2.1.4.5.

- 2.1.4.10 Once a wire center exceeds both of the thresholds set forth in Section 2.1.4.5.2, no DS3 Loop unbundling will be required in that wire center except as provided for in 2.1.4.5.
- 2.1.4.11 No later than December 9, 2005 Sprint CLEC shall submit spreadsheet(s) identifying all of the Embedded Base of circuits and Excess DS1 and DS3 Loops to be either disconnected or converted to other AT&T services pursuant to Section 1.6 above. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base and Excess DS1 and DS3 Loops.
- 2.1.4.11.1 If Sprint CLEC fails to submit the spreadsheet(s) specified in Section 2.1.4.11 above for all of its Embedded Base and Excess DS1 and DS3 Loops prior to December 9, 2005, AT&T will identify Sprint CLEC's remaining Embedded Base and Excess DS1 and DS3 Loops, if any, and will transition such circuits to the equivalent tariffed AT&T service(s). Those circuits identified and transitioned by AT&T pursuant to this Section 2.1.4.11.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs.
- 2.1.4.11.2 For Embedded Base circuits and Excess DS1 and DS3 Loops converted pursuant to Section 2.1.4.11 above or transitioned pursuant to Section 2.1.4.11.1 above, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or March 11, 2006.
- 2.1.4.12 Modifications and Updates to the Wire Center List and Subsequent Transition Periods
- 2.1.4.12.1 In the event AT&T identifies additional wire centers that meet the criteria set forth in Section 2.1.4.5 above, AT&T shall provide notice to Sprint CLEC via Accessible Letter and by posting on CLEC Online.
- 2.1.4.12.2 Effective thirty (30) calendar days after the date of AT&T's posting of such an Accessible Letter, AT&T shall not be required to unbundle DS1 and/or DS3 Loops, as applicable, in such additional wire center(s) except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment.
- 2.1.4.12.3 In the event Sprint CLEC disagrees with AT&T's determination, Sprint CLEC has 60 calendar days from the issuance of the Accessible Letter to dispute AT&T's determination regarding the wire center by providing a self-certification.
- 2.1.4.12.4 If Sprint CLEC does not use the self-certification process described in Section 1.8 of this Attachment to self-certify against AT&T's wire center designation within 60 calendar days of the issuance of the Accessible Letter, the parties must comply with the Applicable Transitional Period as follows: transition all circuits that have been declassified by the wire center designation(s) within 30 days ending on the 90th day

after the issuance of the Accessible Letter providing the wire center designation of non-impairment or the end of the applicable transition period whichever is later. For the Applicable Transitional Period, no additional notification will be required. Sprint CLEC may not obtain new DS1/DS3 High Capacity Loops in wire centers and/or routes where such circuits have been declassified during the applicable transition period.

- 2.1.4.12.5 If Sprint CLEC does provide self-certification to dispute AT&T's designation determination within 60 calendar days of the issuance of the Accessible Letter, AT&T may dispute Sprint CLEC's self-certification as described in Sections 2.1.4.12.8 of this Attachment and AT&T will accept and provision the applicable loop and transport orders for the Sprint CLEC providing the self certification during a dispute resolution process.
- 2.1.4.12.6 During the applicable transition period, the rates paid will be the rates in effect at the time of the non-impairment designations plus 15%.
- 2.1.4.12.7 If the Commission has previously determined, in any proceeding, even if Sprint CLEC was not a party to that proceeding where appropriate notice has been provided to Sprint CLEC and where Sprint CLEC has the opportunity to participate, that a wire center is properly designated as a wire center meeting the thresholds set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), then Sprint CLEC shall not request DS1/DS3 High-Capacity Loops declassified by the non-impairment status of the wire center in such wire center. If Sprint CLEC withdraws its self-certification after a dispute has been filed with the Commission, but before the Commission has made a determination regarding the wire center designation, the wire center designation(s) that were the subject of the dispute will be treated as though the Commission approved AT&T's designations.
- 2.1.4.12.8 If it desires to do so, AT&T can dispute the self-certification and associated Sprint CLEC orders for facilities pursuant to the following procedures: AT&T will notify Sprint CLEC of its intent to dispute Sprint CLEC's self-certification within 30 days of the Sprint CLEC's self-certification or within 30 days of the effective date of this amendment, whichever is later. AT&T will file the dispute for resolution with the state Commission within 60 days of Sprint CLEC's self-certification or within 60 days of the Effective Date of this Agreement, whichever is later. AT&T will notify CLECs of the filing of such a dispute via Accessible Letter. If the self-certification dispute is filed with the state Commission for resolution, the Parties will not oppose requests for intervention by other CLECs if such request is related to the disputed wire center designation(s). The parties agree to urge the state Commission to adopt a case schedule resulting in the prompt resolution of the dispute. AT&T's failure to file a timely challenge, i.e., within 60 days of Sprint CLEC's self-certification or within 60 days of the effective date of this Amendment, whichever is later, to any CLEC's self certification for a given wire center shall be deemed a waiver by AT&T of its rights to challenge any subsequent self certification for the affected wire center except as provided below. AT&T shall promptly notify Sprint CLEC of any time

where AT&T has waived its ability to challenge a self-certification as to any wire center for carrier. AT&T may challenge future Sprint CLEC self-certifications pertaining to the wire center if the underlying facts pertaining to the designation of non-impairment have changed, in which case the Parties will follow the provisions for updating the wire center list outlined in Section 2.1.4.12 of this Amendment. During the timeframe of any dispute resolution proceeding, AT&T shall continue to provide the High-Capacity Loop in question to Sprint CLEC at the rates in the applicable state Pricing Schedule. If Sprint CLEC withdraws its self-certification, or if the state Commission determines through arbitration or otherwise that Sprint CLEC was not entitled to the provisioned DS1/DS3 Loops under Section 251, the rates paid by Sprint CLEC for the affected loop or transport shall be subject to true-up as follows:

- 2.1.4.12.10 If the applicable transition period is within the initial *TRRO* transition period described in Section 2.1.4 of this Amendment, Sprint CLEC will provide true-up during the period between the date that is thirty (30) days after AT&T's notice of non-impairment and the date the circuit is transitioned to the transitional rate described in Section 2.1.4.12.6 of this Amendment.
- 2.1.4.12.11 If the applicable transition period is after the initial *TRRO* transition period described in Sections 2.1.4 of this Amendment has expired, Sprint CLEC will provide true-up based on the transitional rate described in Section 2.1.4.12.6 of this Amendment between the date that is thirty (30) days after AT&T's notice of non-impairment and the end of the applicable transition period and the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 2.1.4.12.6 of this Amendment. The applicable equivalent special access/transitional rate as described above will continue to apply until the facility has been transitioned.
- 2.1.4.12.12 For affected loop elements ordered after AT&T's wire center designation, Sprint CLEC will provide true-up for the affected loop element(s) to an equivalent special access rate for the affected loop element(s) as of the latter of the date billing began for the provisioned element or thirty (30) days after AT&T's notice of non-impairment. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 2.1.4.12.6 of this Amendment. The applicable equivalent special access/transitional rate will continue to apply until the facility has been transitioned.
- 2.1.4.12.13 In the event of a dispute following Sprint CLEC's self-certification, upon request by the Commission or Sprint CLEC, AT&T will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, all documentation and all data upon which AT&T intends to rely, which will include the

detailed business line information for the AT&T wire center or centers that are the subject of the dispute.

- 2.1.4.12.14 The provisions of Section 2.1.4.12 of this Amendment shall apply to the transition of DS1/DS3 High-Capacity Loops impacted by wire center designation(s). Requested transitions of DS1/DS3 High Capacity loops shall be performed in a manner that reasonably minimizes the disruption or degradation to Sprint CLEC's customer's service, and all applicable charges shall apply. Cross-connects provided by AT&T in conjunction with such Loops shall be billed at applicable wholesale rates (*e.g.*, prior to transition, cross connects will be billed at transitional rates, after transition, if conversion is to an access product, cross connects will be billed at applicable access rates). Cross-connects that are not associated with such transitioned DS1/DS3 High-Capacity Loops shall not be re-priced.
- 2.1.4.12.15 AT&T will process Sprint CLEC orders for DS1/DS3 High Capacity Loop conversion or disconnection. AT&T will not convert or disconnect these services prior to the end of the applicable transitional period unless specifically requested by Sprint CLEC; however, Sprint CLEC is responsible for ensuring that it submits timely orders in order to complete the transition by the end of applicable transitional period in an orderly manner.
- 2.1.4.12 For Embedded Base circuits converted pursuant to this Section 2.1.4.12, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.
- 2.1.5 Where facilities are available, AT&T will install Loops in compliance with AT&T's Products and Services Interval Guide available at AT&T's website: <https://clec.att.com/clec/>. For orders of fifteen (15) or more Loops, the installation and any applicable OC as described below will be handled on a project basis, and the intervals will be set by the AT&T project manager for that order. When Loops require a Service Inquiry (SI) prior to issuing the order to determine if facilities are available, the interval for the SI process is separate from the installation interval.
- 2.1.6 The Loop shall be provided to Sprint CLEC in accordance with AT&T's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.
- 2.1.7 AT&T will only provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered.
- 2.1.8 When a AT&T technician is required to be dispatched to provision the Loop, AT&T will tag the Loop with the Circuit ID number and the name of the ordering CLEC.

When a dispatch is not required to provision the Loop, AT&T will tag the Loop on the next required visit to the End User's location. If Sprint CLEC wants to ensure the Loop is tagged during the provisioning process for Loops that may not require a dispatch, Sprint CLEC may order Loop Tagging. Rates for Loop Tagging are as set forth in the applicable Pricing Schedule.

- 2.1.8.1 For voice grade Loop orders (or orders for Loops intended to provide voice grade services), Sprint CLEC shall have dial-tone available for that Loop forty-eight (48) hours prior to the Loop order completion due date.

2.1.9 Coordinated Hot Cuts and Frame Due Time

- 2.1.9.1 Coordinated Hot Cut (CHC) allows AT&T and Sprint CLEC to coordinate the installation of unbundled Loops where CHC may be purchased as an option, to Sprint CLEC's facilities to limit End User service outage. CHC is available when the Loop is provisioned over an existing circuit that is currently providing service to the End User. CHC for physical conversions will be scheduled at AT&T's discretion during normal working hours on the committed due date. CHC shall be provided in accordance with the chart set forth below.

- 2.1.9.2 Frame Due Time (FDT) allows Sprint CLEC to order a specific time for CHC to take place. AT&T will make commercially reasonable efforts to accommodate Sprint CLEC's specific conversion time request. However, AT&T reserves the right to negotiate with Sprint CLEC a conversion time based on load and appointment control when necessary. This FDT is a chargeable option for all Loops and is billed in addition to the CHC charge. Sprint CLEC may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If Sprint CLEC specifies a time outside this window, or selects a time or quantity of Loops that requires AT&T technicians to work outside normal work hours, overtime charges will apply in addition to the CHC and FDT charges. Overtime charges will be applied based on the amount of overtime worked and in accordance with the rates established in rates in the applicable state Pricing Schedule. The FDT charges for an order due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.

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- 2.1.12 Intentionally Left Blank
- 2.1.12.1 Intentionally Left Blank
- 2.1.12.2 Intentionally Left Blank
- 2.2 2-Wire Analog Loop
- 2.2.1 Intentionally Left Blank
- 2.2.1.1 Intentionally Left Blank
- 2.2.1.2 Intentionally Left Blank
- 2.2.2 A 2-Wire analog loop is a transmission facility which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.
- 2.2.3 Intentionally Left Blank
- 2.3 Unbundled Digital Loops (UDL). A 2-Wire 160 Kbps digital loop is a transmission facility which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps, including overhead.
- 2.3.1 AT&T shall make available the following UDLs, subject to restrictions set forth herein:
- 2.3.1.1 2-Wire Digital Loop
- 2.3.1.2 Intentionally Left Blank
- 2.3.1.3 Intentionally Left Blank
- 2.3.1.4 Intentionally Left Blank
- 2.3.1.5 DS1 Digital Loop
- 2.3.1.6 Intentionally Left Blank
- 2.3.1.7 DS3 Digital Loop
- 2.3.1.8 Intentionally Left Blank
- 2.3.2 Intentionally Left Blank
- 2.3.3 Intentionally Left Blank

- 2.3.4 Intentionally Left Blank
- 2.3.5 DS1 Digital Loop
- 2.3.5.1 This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-wire DS1 Network Interface at the End User's location.
- 2.3.5.1.1 Intentionally Left Blank
- 2.3.5.1.2 Intentionally Left Blank
- 2.3.5.2 AT&T shall not provide more than ten (10) unbundled DS1 Loops to Sprint CLEC at any single building in which DS1 Loops are available as unbundled Loops.
- 2.3.6 Intentionally Left Blank
- 2.3.7 Intentionally Left Blank
- 2.3.8 DS3 Digital Loop. DS3 Loop is a two-point digital transmission path which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of 44.736 megabits per second (Mbps) that is dedicated to the use of the ordering CLEC. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface.
- 2.3.9 Intentionally Left Blank
- 2.3.10 A DS3 Loop requires an SI in order to ascertain availability.
- 2.3.11 DS3 services come with a test point and a DLR. Mileage is airline miles, rounded up and a minimum of one mile applies.
- 2.3.12 Sprint CLEC may obtain a maximum of a single Unbundled DS3 Loop to any single building in which DS3 Loops are available as Unbundled Loops.
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- 2.4.1 Intentionally Left Blank
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- 2.4.3.6 Sprint CLEC may use AT&T's Incremental Removal of Excess Bridged Tap and or Load Coil offering to remove excessive bridged taps and/or load coils from any copper Loop within the AT&T network.
- 2.5 Incremental Removal of Excessive Bridge Tap and or Load Coils (Line Conditioning)
 - 2.5.1 Line Conditioning is defined as routine network modification that AT&T regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper Subloop that may diminish the capability of the Loop or Subloop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serves no network design purpose and that are beyond the limits set according to industry standards and/or the AT&T's TR73600 Unbundled Local Loop Technical Specification.
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 - 2.5.5 Rates for Line Conditioning are as set forth in the applicable state Pricing Schedule.

- 2.5.6 AT&T will not modify a Loop in such a way that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ADSL, etc.) being ordered.
- 2.5.7 If Sprint CLEC requests Line Conditioning on a reserved facility for a new Loop order, AT&T may perform a Line Station Transfer (LST) and provision a different Loop facility in lieu of the reserved facility with Line Conditioning, if feasible. The Loop provisioned will meet or exceed specifications of the requested Loop facility as modified. Sprint CLEC will be charged the rate in the applicable state Pricing Schedule for an LST if a different Loop is provisioned. For Loops that require a DLR or its equivalent, AT&T will provide LMU detail of the Loop provisioned.
- 2.5.8 Sprint CLEC shall request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that Sprint CLEC desires AT&T to condition.
- 2.5.9 When requesting Line Conditioning for a Loop that AT&T has previously provisioned for Sprint CLEC, Sprint CLEC will submit a SI to AT&T. If a spare Loop facility that meets the Loop modification specifications requested by Sprint CLEC is available at the location for which the Line Conditioning was requested, Sprint CLEC will have the option to change the Loop facility to the qualifying spare facility rather than to provide Line Conditioning. In the event that AT&T changes the Loop facility in lieu of providing Line Conditioning, Sprint CLEC will not be charged for Line Conditioning but will only be charged the service order charges for submitting an order.
- 2.6 Loop Provisioning Involving IDLC
- 2.6.1 Where Sprint CLEC has requested an Unbundled Loop and AT&T uses IDLC systems to provide the local service to the End User and AT&T has a suitable alternate facility available, AT&T will make such alternative facilities available to Sprint CLEC. If a suitable alternative facility is not available, then to the extent it is technically feasible, AT&T will implement one of the following alternative arrangements for Sprint CLEC:
1. Roll the circuit(s) from the IDLC to any spare copper that exists to the customer premises.
 2. Roll the circuit(s) from the IDLC to an existing DLC that is not integrated.
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- 2.6.2 Intentionally Left Blank
- 2.6.3 If no alternate facility is available, and upon request from Sprint CLEC, and if agreed to by both Parties, AT&T may utilize its SC process to determine the additional costs required to provision facilities. Sprint CLEC will then have the option of paying the one-time SC rates to place the Loop.

2.7 Network Interface Device

2.7.1 The NID is defined as any means of interconnection of the End User's customer premises wiring to AT&T's distribution plant, such as a cross-connect device used for that purpose. The NID is a single line termination device or that portion of a multiple line termination device required to terminate a single line or circuit at the premises. The NID features two independent chambers or divisions that separate the service provider's network from the End User's premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the End User each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

2.7.2 AT&T shall permit Sprint CLEC to connect Sprint CLEC's Loop facilities to the End User's customer premises wiring through the AT&T NID or at any other technically feasible point.

2.7.3 Access to NID

2.7.3.1 Sprint CLEC may access the End User's premises wiring by any of the following means and Sprint CLEC shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the NID:

2.7.3.1.1 AT&T shall allow Sprint CLEC to connect its Loops directly to AT&T's multi-line residential NID enclosures that have additional space and are not used by AT&T or any other telecommunications carriers to provide service to the premises;

2.7.3.1.2 Where an adequate length of the End User's customer premises wiring is present and environmental conditions permit, either Party may remove the End User premises wiring from the other Party's NID and connect such wiring to that Party's own NID;

2.7.3.1.3 Either Party may enter the subscriber access chamber or dual chamber NID enclosures for the purpose of extending a cross-connect or spliced jumper wire from the customer premises wiring through a suitable "punch-out" hole of such NID enclosures; or

2.7.3.1.4 Sprint CLEC may request AT&T to make other rearrangements to the End User premises wiring terminations or terminal enclosure on a time and materials cost basis.

2.7.3.2 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting loop facilities to leave undisturbed the existing form of electrical protection and to

maintain the physical integrity of the NID. It will be Sprint CLEC's responsibility to ensure there is no safety hazard, and Sprint CLEC will hold AT&T harmless for any liability associated with the removal of the AT&T Loop from the AT&T NID. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party's loop has been disconnected from the NID, to reconnect the disconnected loop to a nationally recognized testing laboratory listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected loop must be appropriately cleared, capped and stored.

2.7.3.3 Sprint CLEC shall not remove or disconnect ground wires from AT&T's NIDs, enclosures, or protectors.

2.7.3.4 Sprint CLEC shall not remove or disconnect NID modules, protectors, or terminals from AT&T's NID enclosures.

2.7.3.5 Due to the wide variety of NID enclosures and outside plant environments, AT&T will work with Sprint CLEC to develop specific procedures to establish the most effective means of implementing this section if the procedures set forth herein do not apply to the NID in question.

2.7.4 Technical Requirements

2.7.4.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.

2.7.4.2 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the End User's customer premises and the distribution media and/or cross-connect to Sprint CLEC's NID.

2.7.4.3 Existing AT&T NIDs will be operational and provided in "as is" condition. Sprint CLEC may request AT&T to do additional work to the NID on a time and material basis. When Sprint CLEC deploys its own local loops in a multiple-line termination device, Sprint CLEC shall specify the quantity of NID connections that it requires within such device.

2.8 Subloop Elements.

2.8.1 Copper subloops. AT&T shall provide Sprint CLEC with nondiscriminatory access to a copper subloop on an unbundled basis. A copper subloop is a portion of a copper loop, or hybrid loop, comprised entirely of copper wire or copper cable that acts as a transmission facility between any point of technically feasible access in AT&T's outside plant, including inside wire owned or controlled by AT&T, and the End User premises. A copper subloop includes all intermediate devices (including repeaters and load coils) used to establish a transmission path between a point of technically feasible access and the demarcation point at the End User premises, and includes the

features, functions, and capabilities of the copper loop. Copper subloops include two-wire and four-wire analog voice-grade subloops as well as two-wire and four-wire subloops conditioned to transmit the digital signals needed to provide digital subscriber line services, regardless of whether the subloops are in service or held as spares.

- 2.8.1.1 Point of technically feasible access. A point of technically feasible access is any point in AT&T's outside plant where a technician can access the copper wire within a cable without removing a splice case. Such points include, but are not limited to, a pole or pedestal, the serving area interface, the NID, the minimum point of entry, any remote terminal, and the feeder/distribution interface. AT&T, upon a site-specific request, provide access to a copper subloop at a splice near a remote terminal. AT&T shall be compensated for providing this access in accordance with 47 C.F.R. §§ 51.501 through 51.515.
- 2.8.1.2 Rules for collocation. Access to the copper subloop is subject to the FCC's collocation rules at 47 C.F.R. §§ 51.321 and 51.323.
- 2.8.2 Subloops for access to multiunit premises wiring. AT&T shall provide Sprint CLEC with nondiscriminatory access to the subloop for access to multiunit premises wiring on an unbundled basis regardless of the capacity level or type of loop that Sprint CLEC seeks to provision for its End User. The subloop for access to multiunit premises wiring is defined as any portion of the loop that it is technically feasible to access at a terminal in AT&T's outside plant at or near a multiunit premises. One category of this subloop is inside wire, which is defined for purposes of this section as all loop plant owned or controlled by AT&T at a multiunit End User premises between the minimum point of entry as defined in 47 C.F.R. § 68.105 and the point of demarcation of AT&T's network as defined in 47 C.F.R. § 68.3 (i)
- 2.8.2.1 Point of technically feasible access. A point of technically feasible access is any point in AT&T's outside plant at or near a multiunit premises where a technician can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within to access the wiring in the multiunit premises. Such points include, but are not limited to, a pole or pedestal, the NID, the minimum point of entry, the single point of interconnection, and the feeder/distribution interface.
- 2.8.2.2 Single point of interconnection. Upon notification by Sprint CLEC that it requests interconnection at a multiunit premises AT&T owns, controls, or leases wiring, AT&T shall provide a single point of interconnection that is suitable for use by multiple carriers. This obligation is in addition to AT&T's obligations to provide nondiscriminatory access to a subloop for access to multiunit premises wiring, including any inside wire, at any technically feasible point.

- 2.8.3 To meet the obligations of the FCC rules and where facilities permit, AT&T shall offer access to its Unbundled Subloop (USL) elements as specified herein.
- 2.8.4 Subloops
- 2.8.4.1 Subject to the other terms and conditions of this Attachment, AT&T-12STATE shall provide Subloops under the following terms and conditions in this subsection.
- 2.8.4.2 AT&T-12STATE will provide copper Subloops as set forth in this Attachment. Other than as specifically set out elsewhere in this Agreement, AT&T CONNECTICUT does not offer Subloops under this Agreement. Rather, Subloops are available as described in Section 18 of the Connecticut Service Tariff.
- 2.8.4.3 A Subloop is a smaller included segment of AT&T-12STATE's local loop plant, i.e., a portion of the Loop from some technically accessible terminal beyond AT&T-12STATE's central office and the network demarcation point, including that portion of the Loop, if any, which AT&T-12STATE's owns and controls inside the End User premises.
- 2.8.4.4 Definitions Pertaining to the Subloop
- 2.8.4.5 Accessible terminals contain cables and their respective wire pairs that terminate on screw posts. This allows technicians to affix cross connects between binding posts of terminals collocated at the same point. Terminals differ from splice cases, which are inaccessible because the case must be breached to reach the wires within.
- 2.8.4.6 Intentionally Left Blank
- 2.8.4.7 "Demarcation Point" is defined as the point on the loop where the ILEC's control of the wire ceases and the subscriber's control (or on the case of some multiunit premises, the landlord's control) of the wire begins.
- 2.8.4.8 "Digital Subloop" may be deployed on non-loaded copper cable pairs of either 2 Wire or 4 Wire facilities. Where AT&T uses channels of a digital loop carrier system, channels of a fiber optic transport system or other technologies suitable for the purpose of providing 160 Kbps Subloop transport in a Multi Tenant Environment (MTE), such facilities will be unbundled as part of AT&T's MTE Sub Loop offering. AT&T-13STATE is not required to provide Subloop Dark Fiber on an unbundled basis.
- 2.8.4.9 "Distribution Cable" is defined as the cable from the SAI/FDI to the terminals from which an end user can be connected to the ILEC's network.
- 2.8.4.10 "MTE" for the purpose of Term to NID Subloop. "MTE" is a Multi Tenant Environment for buildings with exterior or interior mounted terminals.

- 2.8.4.11 “Network Terminating Wire (NTW)” is the service wire that connects the ILEC’s distribution cable to the NID at the demarcation point.
- 2.8.4.12 “SAI/FDI-to-Term Subloop” is that portion of the Loop from the SAI/FDI to an accessible terminal.
- 2.8.4.13 “SAI/FDI-to-NID Subloop” is that portion of the Loop from the SAI/FDI to the Network Interface Device (NID), which is located on an end user’s premise.
- 2.8.4.14 Single Point of Interconnection (SPOI) is a cross connect device constructed by AT&T-12STATE at which Sprint CLEC may access subloop elements offered by AT&T-12STATE to multi-unit premises.
- 2.8.4.15 “SAI/FDI” is defined as the point in the ILEC’s network where feeder cable is cross connected to the distribution cable. “SAI” is Serving Area Interface. “FDI” is Feeder Distribution Interface. The terms are interchangeable.
- 2.8.4.16 “Term-to-NID Subloop” is that portion of the Loop from an accessible terminal to the NID, which is located at an end user’s premise. Term-to-NID Subloop includes use of the Network Terminating Wire (NTW).
- 2.8.4.17 AT&T-12STATE will offer the following Subloop types:
- 2.8.4.18 2-Wire Analog provides a 2-wire (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).
- 2.8.4.19 4-Wire Analog Subloop provides a 4-wire (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).
- 2.8.4.20 As no other type of Subloop constitutes a subloop, AT&T-13STATE is not obligated under this Section 251/252 Agreement to provide any other type of subloop. Sprint CLEC shall not request such subloops under this Agreement, whether alone, in combination or Commingled. Accordingly, if Sprint CLEC requests and AT&T-13STATE provides a subloop(s) that is not described or provided for in this Agreement, AT&T-13STATE may, at any time, even after the subloop(s) has been provided to Sprint CLEC, discontinue providing such subloop(s) (including any combination(s) including that subloop) upon 30 days’ advance written notice to Sprint CLEC. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of AT&T-13STATE to refuse to provide, including if AT&T-13STATE provides or continues to provide, access to such subloop(s) (whether on a stand-alone basis, in combination with UNEs, with a network element possessed by Sprint CLEC, or otherwise), shall not act as a waiver of any part of this Agreement, and

estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

2.8.4.21 Subloops are provided “as is” unless Sprint CLEC requests loop conditioning on xDSL Subloops for the purpose of offering advanced services. xDSL Subloop conditioning will be provided at the rates, terms, and conditions set out in the state specific Pricing Schedule.

2.8.4.22 If a Term to NID Subloop has been disconnected and thus an end-user is no longer receiving service via that Subloop, and such Subloop has been determined to be a non-defective pair, then that Subloop would be considered an existing spare portion of the loop, based on a first come first served basis.

2.8.4.23 Copper Subloops

2.8.4.24 Access to terminals for copper Subloops is defined to include, but not limited to:

- any technically feasible point near the End User premises accessible by a cross-connect (such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the End User premises),
- the Feeder Distribution Interface (FDI) or Serving Area Interface (SAI), where the “feeder” leading back to the central office and the “distribution” plant branching out to the subscribers meet,
- the Terminal (underground or aerial).

2.8.4.25 CLEC may request access to the following copper Subloop segments:

	<u>FROM:</u>	<u>TO:</u>
	Serving Area Interface or Feeder Distribution Interface	Terminal
	Serving Area Interface or Feeder Distribution Interface	Network Interface Device
	Terminal	Network Interface Device
	NID	Stand Alone
	SPOI (Single Point of Interface)	Terminal

- 2.8.4.26 Provisioning
- 2.8.4.27 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific Subloop circuit(s).
- 2.8.4.28 Spare Subloop(s) will be assigned to Sprint CLEC only when an LSR/ASR is processed. LSR/ASRs will be processed on a “first come first serve” basis.
- 2.8.4.29 Maintenance
- 2.8.4.30 The Parties acknowledge that by separating switching, and distribution plant, the ability to perform mechanized testing and monitoring of the Subloop from the AT&T-12STATE switch/testing equipment will be lost.
- 2.8.4.31 Sprint CLEC shall isolate trouble to the AT&T-12STATE Subloop portion of the Sprint CLEC’s service before reporting trouble to AT&T-12STATE.
- 2.8.4.32 AT&T-12STATE shall charge the Sprint CLEC a Maintenance of Service Charge (MSC) when Sprint CLEC dispatches AT&T-12STATE on a trouble report and the fault is determined to be in the Sprint CLEC’s portion of the loop. Such charges may be found in the individual state pricing schedule or tariffs.
- 2.8.4.33 Once all Subloop access arrangements have been completed and balance of payment due AT&T-12STATE is received, pursuant to Section 2.8.5.9, Sprint CLEC may place a LSR for Subloops at this location. Prices at which AT&T-12STATE agrees to provide Sprint CLEC with Subloops are contained in the state specific Pricing Schedule.
- 2.8.4.34 In the event of Catastrophic Damage to the RT, SAI/FDI, Terminal, SPOI, or NID where Sprint CLEC has a SAA, AT&T-12STATE repair forces will restore service in a non-discriminatory manner.

2.8.5 Subloop Access Arrangements

- 2.8.5.1 Prior to ordering Subloop facilities, Sprint CLEC will establish Collocation using the Collocation process as set forth in the Collocation attachment, or will establish a Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the AT&T-12STATE Subloop network.
- 2.8.5.2 The space available for collocating or obtaining various Subloop Access Arrangements will vary depending on the existing plant at a particular location. The CLEC will initiate an SCA by submitting a Subloop Access Arrangement Application.
- 2.8.5.3 Upon receipt of a complete and correct application, AT&T-12STATE will provide to Sprint CLEC within 30 days a written estimate for the actual construction, labor, materials, and related provisioning costs incurred to fulfill the SCA on a Time and Materials basis. When Sprint CLEC submits a request to provide a written estimate for UNE Subloop access, appropriate rates for the engineering and other associated costs performed will be charged. The assignment of UNE Subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering UNE Subloop facilities.
- 2.8.5.4 UNE Subloop facilities.
- 2.8.5.5 Subloop inquiries do not serve to reserve Subloops.
- 2.8.5.6 Several options exist for Collocation or Subloop Access Arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis.
- 2.8.5.7 Sprint CLEC will be responsible for obtaining rights of way from owners of property where AT&T-12STATE has placed the equipment necessary for the SAA prior to submitting the request for SCA.
- 2.8.5.8 Prior to submitting the Subloop Access Arrangement Application for SCA, Sprint CLEC should have the "Collocation" and "Poles, Conduit, and Row" attachment in the Agreement to provide the guidelines for both Sprint CLEC and ILEC to successfully implement Subloops, should collocation, access to poles/conduits or rights of way be required.
- 2.8.5.9 Except as set forth below, construction of the Subloop Access Arrangement shall be completed within 90 days of Sprint CLEC submitting to AT&T-12STATE written

approval and payment of not less than 50% of the total estimated construction costs and related provisioning costs after an estimate has been accepted by the carrier and before construction begins, with the balance payable upon completion. AT&T-12STATE will not begin any construction under the SCA until Sprint CLEC has provided proof that it has obtained necessary rights of way as defined in Section 2.8.5.7. In the event Sprint CLEC disputes the estimate for an SAA in accordance with the dispute resolution procedures set forth in this Agreement, AT&T-12STATE will proceed with construction of the SAA upon receipt from Sprint CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by Sprint CLEC upon completion of the SAA. Such payments may be subject to any “true-up”, if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.

- 2.8.5.10 Upon completion of the construction activity, Sprint CLEC will be allowed to test the installation with a AT&T-12STATE technician. If Sprint CLEC desires test access to the SAA, Sprint CLEC should place its own test point in its cable prior to cable entry into AT&T-12STATE’s interconnection point.
- 2.8.5.11 A non-binding Sprint CLEC forecast shall be required as a part of the request for SAA. This will allow AT&T-12STATE to properly engineer access to each SAI and to ensure AT&T-12STATE does not provide more available terminations than Sprint CLEC expects to use.
- 2.8.5.12 In order to maximize the availability of terminations for all CLECs, Sprint CLEC shall provide CFA for their Subloop pairs utilizing the same 25-pair binder group. Sprint CLEC would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.
- 2.8.5.13 Unused Sprint CLEC terminations (in normal splicing increments such as 25-pair at a SAI/FDI) which remain unused for a period of one year after the completion of construction shall be subject to removal at Sprint CLEC expense.
- 2.8.5.14 In the event Sprint CLEC elects to discontinue use of an existing SAA, or abandons such arrangement, Sprint CLEC shall pay AT&T-12STATE for removal of their facilities from the SAA.
- 2.8.5.15 Subloop Access Arrangement (SAA) Access Points
- 2.8.5.16 SAI/FDI, ECS, SPOI, or Terminal
- 2.8.5.17 At the request of Sprint CLEC, and subject to charges, AT&T-12STATE will construct a SPOI only to those multiunit premises where AT&T-12STATE has distribution facilities to the premises and AT&T-12STATE either owns, controls, or leases the inside wire, if any, at such premises. If AT&T-12STATE has no facilities

which it owns, controls or leases at a multi-unit premises through which it serves, or can serve, End Users at such premises, it is not obligated to construct a SPOI. AT&T-12STATE's obligation to build a SPOI for multi-unit premises only arises when Sprint CLEC indicates that it will place an order for a Subloop via a SPOI.

- 2.8.5.17 Sprint CLEC cable to be terminated in a AT&T-12STATE SAI/FDI, or Terminal, shall consist of 22 or 24-gauge copper twisted pair cable bonded and grounded to the power company Multi Grounded Neutral (MGN). Cable may be filled if buried or buried to aerial riser cable. Sprint CLEC's Aerial cables should be aircore.
- 2.8.5.18 Sprint CLEC may elect to place their cable to within 3 feet of the SAA site and coil up an amount of cable, defined by the engineer in the design phase, that AT&T-12STATE will terminate on available binding posts in the SAI/FDI or Terminal.
- 2.8.5.19 Sprint CLEC may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and AT&T-12STATE will stub out a cable from the SAI/FDI or Terminal, which AT&T-12STATE will splice to Sprint CLEC cable at the meet point.
- 2.8.5.20 AT&T will offer Sprint CLEC access to copper subloops on a non-discriminatory basis regardless of whether the subloops are in service or held as spares.
- 2.8.5.21 Relocation of Existing ILEC/CLEC Facilities Involved in a SAA at a RT/ECS, SAI/FDI, SPOI, Terminal or NID
- 2.8.5.22 AT&T-12STATE shall notify Sprint CLEC of pending relocation as soon as AT&T-12STATE receives such notice.
- 2.8.5.23 Sprint CLEC shall notify AT&T-12STATE of its intentions to remain, or not, in the SAA by way of a new Subloop Access Arrangement Application for a new SCA.
- 2.8.5.24 AT&T-12STATE shall then provide Sprint CLEC an estimate to terminate their facilities as part of the relocation of the site including the applicable SAA. This process may require a site visit with Sprint CLEC and AT&T-12STATE engineer.
- 2.8.5.25 Sprint CLEC shall notify AT&T-12STATE of acceptance or rejection of the new SCA within 10 business days of its receipt of AT&T-12STATE's estimate.
- 2.8.5.26 Upon acceptance of the AT&T-12STATE estimate, Sprint CLEC shall pay at least 50% of the relocation costs at the same time as they notify AT&T-12STATE of their acceptance of estimate costs.
- 2.8.5.27 Should Sprint CLEC decide not to continue the SAA, Sprint CLEC will notify AT&T-12STATE as to the date that AT&T-12STATE may remove Sprint CLEC's

facilities from that SAA. Sprint CLEC will pay AT&T-12STATE for all costs associated with the removal of the CLEC's SAA.

- 2.8.5.28 In the event that Sprint CLEC does not respond to AT&T-12STATE in time to have their facilities relocated, AT&T-12STATE shall move Sprint CLEC facilities and submit a bill for payment to the CLEC for the costs associated with the relocation. Should Sprint CLEC elect not pay this bill, then Sprint CLEC facilities will be removed from the site upon 30 days notice to Sprint CLEC.
- 2.8.5.29 Establishment of Intermediary Box for Sprint CLEC Access to Term to NID MTE Subloop Segment
- 2.8.5.30 As an alternative to the establishment of a Subloop Access Arrangement in those instances where Sprint CLEC wishes to access/lease AT&T-12STATE Term to NID Subloop segments in order to serve its End Users at MTEs in AT&T-12STATE ("Term to NID MTE Subloop Segments"), Sprint CLEC may place, own and manage, for its own use, an intermediary box, which would provide Sprint CLEC with access to a Term to NID MTE Subloop Segment cross-connect leased from AT&T-12STATE within the intermediary box (in order to obtain access to AT&T-12STATE Term to NID MTE Subloop Segments). In the event Sprint CLEC wishes to access AT&T-12STATE Term to NID MTE Subloop Segments via the establishment of an intermediary box, the following rates, terms and conditions shall apply:
- 2.8.5.31 Sprint CLEC would manage the process for placing its own intermediary box, including, without limitation, coordination with the property owner and/or management. Sprint CLEC may, at its discretion, choose to retain ownership in whole or to share ownership of the intermediary box with other CLECs. Intermediary box shall be placed as close as possible to the AT&T terminal.
- 2.8.5.32 The intermediary box shall contain blocks that meet AT&T-12STATE's published industry standards for the placement of services and facilities and should be labeled with Sprint CLEC's ACNA to enable the AT&T-12STATE technician the ability to run jumper/cross connect from AT&T-12STATE terminal to the intermediary box.
- 2.8.5.33 Sprint CLEC agrees that the AT&T-12STATE technician shall run the jumper/cross-connect from AT&T-12STATE's serving terminal to Sprint CLEC's intermediary box, in order for Sprint CLEC to access AT&T-12STATE Term to NID MTE Subloop Segments in AT&T-12STATE. For security and safety, AT&T-12STATE will incase the cross connect in conduit, a protective covered common path, between the AT&T-12STATE's terminal and Sprint CLEC's intermediary box.

- 2.8.5.34 Sprint CLEC must have in place Connecting Facility Arrangement (CFA) assignments prior to ordering and assigning specific Term to NID MTE Subloop Segments from AT&T-12STATE.
- 2.8.5.35 Following Sprint CLEC's provisioning, placement, and completion of Connecting Facility Arrangement Assignments ("CFA") data submission to AT&T-12STATE associated with the intermediary box, Sprint CLEC would place orders and schedule activities related to access to the Term to NID MTE Subloop Segment including, without limitation: transferring the End User's service from AT&T-12STATE to Sprint CLEC, providing AT&T-12STATE with CFA prior to ordering and the assigning of a specific Term to NID MTE Subloop Segment(s).
- 2.8.5.36 The ordering procedures for the Term to NID MTE Subloop Segment will be the same as those that apply to Subloop today and shall be submitted to AT&T-12STATE by Sprint CLEC via a Local Service Request ("LSR").
- 2.8.5.37 AT&T-12STATE will upon receipt of the LSR from Sprint CLEC for a Term to NID MTE Subloop Segment, process the order and place the jumper/cross connect to the CFA provided by Sprint CLEC on the LSR, from the AT&T-12STATE terminal to Sprint CLEC's intermediary box. AT&T-12STATE must have access to the intermediary box for completion of the order.
- 2.8.5.38 In connection with the MTE intermediary box for Sprint CLEC access to Term to NID MTE Subloop Segments in AT&T-12STATE only, Sprint CLEC may elect to lease from AT&T-12STATE Term to NID MTE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in the state-specific Pricing Schedule for the "Term to NID MTE Subloop Segment."
- 2.8.5.39 Establishment of Term to NID MTE Subloop Segment When No Intermediary Box is Installed
- 2.8.5.40 In those instances where Sprint CLEC elects not to install an intermediary box or to have AT&T-12STATE install an intermediary box pursuant to the SAA process outlined herein above, Sprint CLEC may still lease from AT&T-12STATE Term to NID MTE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in the state-specific Pricing Schedule for the "Term to NID MTE Subloop Segment". In such cases, AT&T-12STATE will provide Sprint CLEC with access to the Term To NID MTE Subloop via a cross connect. The AT&T technician will tag appropriately and will leave up to two feet of exposed wire at AT&T-12STATE's terminal. The cross connect would then be terminated by Sprint CLEC's technician in Sprint CLEC's terminal, at a time of Sprint CLEC's own choosing. For security and safety, AT&T

will incase the cross connect in conduit, a protective covered common path, between the AT&T terminal and Sprint CLEC's terminal.

2.8.5.41 If Sprint CLEC elects this option to obtain access to the Term To NID Subloop in an MTE Environment, neither the AT&T-12STATE SAA process nor the intermediary box option would be required. Because Sprint CLEC would have full responsibility for terminating the AT&T-12STATE cross-connect, AT&T-12STATE could not require any CFA information from Sprint CLEC.

2.8.6 Dark Fiber Loop.

2.8.6.1 Dark Fiber Loop is an unused optical transmission facility, without attached signal regeneration, multiplexing, aggregation or other electronics, from the demarcation point at an End User's premises to the End User's serving wire center. Dark Fiber Loops may be strands of optical fiber existing in aerial or underground structure. AT&T will not provide line terminating elements, regeneration or other electronics necessary for Sprint CLEC to utilize Dark Fiber Loops.

2.8.6.2 Transition for Dark Fiber Loop

2.8.6.2.1 For purposes of this Section 2.8.6, the Transition Period for Dark Fiber Loops is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

2.8.6.2.2 For purposes of this Section 2.8.6, Embedded Base means Dark Fiber Loops that were in service for Sprint CLEC as of March 10, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

2.8.6.3 During the Transition Period only, AT&T shall make available the Embedded Base Dark Fiber Loops for Sprint CLEC at the terms and conditions set forth in this Attachment.

2.8.6.4 Intentionally Left Blank.

2.8.6.5 The Transition Period shall apply only to Sprint CLEC's Embedded Base and Sprint CLEC shall not add new Dark Fiber Loops pursuant to this Agreement.

2.8.6.6 Effective September 11, 2006, Dark Fiber Loops will no longer be made available pursuant to this Agreement.

2.8.6.7 No later than June 10, 2006 Sprint CLEC shall submit spreadsheet(s) identifying all of the Embedded Base of circuits to be either disconnected or converted to other AT&T services as Conversions pursuant to Section 1.6. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base.

- 2.8.6.7.1 If Sprint CLEC fails to submit the spreadsheet(s) specified in Section 2.8.6.7 above for all of its Embedded Base prior to June 10, 2006, AT&T will identify Sprint CLEC's remaining Embedded Base, if any, and will transition such circuits to the equivalent tariffed AT&T service(s). Those circuits identified and transitioned by AT&T pursuant to this Section 2.8.6.7.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs.
- 2.8.6.8 For Embedded Base circuits converted pursuant to Section 2.8.6.7 or transitioned pursuant to 2.8.6.7.1, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or September 11, 2006.
- 2.9 Loop Makeup
- 2.9.1 Description of Service
- 2.9.1.1 AT&T shall make available to Sprint CLEC LMU information with respect to Loops that are required to be unbundled under this Agreement so that Sprint CLEC can make an independent judgment about whether the Loop is capable of supporting the advanced services equipment Sprint CLEC intends to install and the services Sprint CLEC wishes to provide. LMU is a preordering transaction, distinct from Sprint CLEC ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) and mechanized LMU queries for preordering LMU are likewise unique from other preordering functions with associated SIs as described in this Agreement.
- 2.9.1.2 AT&T will provide Sprint CLEC LMU information consisting of the composition of the Loop material (copper/fiber); the existence, location and type of equipment on the Loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair-gain devices; the Loop length; the wire gauge and electrical parameters.
- 2.9.1.3 AT&T's LMU information is provided to Sprint CLEC as it exists either in AT&T's databases or in its hard copy facility records. AT&T does not guarantee accuracy or reliability of the LMU information provided.
- 2.9.1.4 AT&T's provisioning of LMU information to the requesting Sprint CLEC for facilities is contingent upon either AT&T or the requesting Sprint CLEC controlling the Loop(s) that serve the service location for which LMU information has been requested by the CLEC. The requesting Sprint CLEC is not authorized to receive LMU information on a facility used or controlled by another CLEC unless AT&T receives a LOA from the voice CLEC (owner) or its authorized agent on the LMUSI submitted by the requesting CLEC.
- 2.9.1.5 Sprint CLEC may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular AT&T Loop as long as that

equipment does not disrupt other services on the AT&T network. The determination shall be made solely by Sprint CLEC and AT&T shall not be liable in any way for the performance of the advanced data services provisioned over said Loop. The specific Loop type ordered on the LSR must match the LMU of the Loop reserved taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee Sprint CLEC's ability to provide advanced data services over the ordered Loop type. Furthermore, the LMU information for Loops other than copper-only Loops that support xDSL services, is subject to change at any time due to modifications and/or upgrades to AT&T's network. Except as set forth in Section 2.9.1.6, copper-only Loops will not be subject to change due to modification and/or upgrades to AT&T's network and will remain on copper facilities until the Loop is disconnected by Sprint CLEC or the End User, or until AT&T retires the copper facilities via the FCC's and any applicable Commission's requirements. Sprint CLEC is fully responsible for any of its service configurations that may differ from AT&T's technical standard for the Loop type ordered.

- 2.9.1.6 If AT&T retires its copper facilities using 47 C.F.R § 52.325(a) requirements; or is required by a governmental agency or regulatory body to move or replace copper facilities as a maintenance procedure, AT&T will notify Sprint CLEC, according to the applicable network disclosure requirements. It will be Sprint CLEC's responsibility to move any service it may provide over such facilities to alternative facilities. If Sprint CLEC fails to move the service to alternative facilities by the date in the network disclosure notice, AT&T may terminate the service to complete the network change.

2.9.2 Submitting LMUSI

- 2.9.2.1 Sprint CLEC may obtain LMU information and reserve facilities by submitting a mechanized LMU query or a manual LMUSI according to the terms and conditions as described in the LMU CLEC Information Package, incorporated herein by reference as it may be amended from time to time. The CLEC Information Package is located at the "CLEC UNE Product" Web site address: <https://clec.att.com/clec/>. After obtaining the Loop information from the mechanized LMU process, if Sprint CLEC needs further Loop information in order to determine Loop service capability, Sprint CLEC may initiate a separate Manual SI for a separate NRC as set forth in the applicable state Pricing Schedule.

- 2.9.2.2 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by AT&T. Sprint CLEC will not be billed any additional LMU charges for the Loop ordered on such LSR. If, however, Sprint CLEC does not reserve facilities upon an initial LMUSI, Sprint CLEC's placement of an order for an advanced data service type facility will incur the appropriate billing charges to include SI and reservation per the applicable state Pricing Schedule.

2.9.2.3 Where Sprint CLEC has reserved multiple Loop facilities on a single reservation, Sprint CLEC may not specify which facility shall be provisioned when submitting the LSR. For those occasions, AT&T will assign to Sprint CLEC, subject to availability, a facility that meets the AT&T technical standards of the AT&T type Loop as ordered by Sprint CLEC.

2.9.2.4 Charges for preordering manual LMUSI or mechanized LMU are separate from any charges associated with ordering other services from AT&T.

3 LINE SPLITTING

3.1 Line splitting shall mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) to deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers.

3.2 Line Splitting – UNE-L. In the event Sprint CLEC provides its own switching or obtains switching from a third party, Sprint CLEC may engage in line splitting arrangements with another CLEC using a splitter, provided by Sprint CLEC, in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.

3.3 Provisioning Line Splitting and Splitter Space – UNE-L

3.3.1 The Voice CLEC provides the splitter when providing Line Splitting with UNE-L. When Sprint CLEC owns the splitter, Line Splitting requires the following: a Loop from NID at the End User's location to the serving wire center and terminating into a distribution frame or its equivalent.

3.3.2 An unloaded 2-wire copper Loop must serve the End User. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.

3.4 CLEC Provided Splitter – Line Splitting –UNE-L

3.4.1 To order High Frequency Spectrum on a particular Loop, Sprint CLEC must have a DSLAM collocated in the central office that serves the End User of such Loop.

3.4.2 Sprint CLEC may purchase, install and maintain central office POTS splitters in its collocation arrangements. Sprint CLEC may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4-Central Office shall apply.

3.4.3 Any splitters installed by Sprint CLEC in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. Sprint CLEC

may install any splitters that AT&T deploys or permits to be deployed for itself or any BellSouth affiliate.

3.5 Maintenance – Line Splitting –UNE-L

3.5.1 AT&T will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the End User's premises and the termination point.

3.5.2 Sprint CLEC shall indemnify, defend and hold harmless AT&T from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the other service provider, except to the extent caused by AT&T's gross negligence or willful misconduct.

4 LOCAL SWITCHING

4.1 Local Switching is not offered pursuant to this Agreement.

4.2 Transition for Local Switching

4.2.1 For purposes of this Section 4, the Transition Period for the Embedded Base of Local Switching is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

4.2.2 For the purposes of this Section 4, Embedded Base shall mean Local Switching and any additional elements that are required to be provided in conjunction therewith that were in service for Sprint CLEC as of March 10, 2005.

4.2.3 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, AT&T shall charge a rate for Sprint CLEC's Embedded Base of Local Switching equal to the higher of:

4.2.3.1 The rate at which Sprint CLEC leased that combination of elements on June 15, 2004, plus one dollar (\$1); or

4.2.3.2 The rate the Commission established, if any, between June 16, 2004, and the effective date of the TRRO, plus one dollar (\$1).

4.2.3.3 Intentionally Left Blank

5 UNBUNDLED NETWORK ELEMENT COMBINATIONS

5.1 For purposes of this Section, references to "Currently Combined" Network Elements shall mean that the particular Network Elements requested by Sprint CLEC are in fact already combined by AT&T in the AT&T network. References to "Ordinarily Combined" Network Elements shall mean that the particular Network Elements requested by Sprint CLEC are not already combined by AT&T in the location requested by Sprint CLEC but are elements that are typically combined in AT&T's

network. References to “Not Typically Combined” Network Elements shall mean that the particular Network Elements requested by Sprint CLEC are not elements that AT&T combines for its use in its network.

5.1.1 Except as otherwise set forth in this Agreement, upon request, AT&T shall perform the functions necessary to combine Network Elements that AT&T is required to provide under this Agreement in any manner, even if those elements are not ordinarily combined in AT&T’s network, provided that such Combination is technically feasible and will not undermine the ability of other carriers to obtain access to Network Elements or to interconnect with AT&T’s network.

5.1.2 To the extent Sprint CLEC requests a Combination for which AT&T does not have methods and procedures in place to provide such Combination, rates and/or methods or procedures for such Combination will be developed pursuant to the BFR process.

5.2 Rates

5.2.1 The rates for the Currently Combined Network Elements specifically set forth in the applicable state Pricing Schedule shall be the rates associated with such Combinations. Where a Currently Combined Combination is not specifically set forth in the applicable state Pricing Schedule, the rate for such Currently Combined Combination shall be the sum of the recurring rates for those individual Network Elements as set forth in the applicable state Pricing Schedule, AT&T may charge applicable service order charges and record change charges.

5.2.2 The rates for the Ordinarily Combined Network Elements specifically set forth in the applicable state Pricing Schedule shall be the nonrecurring and recurring charges for those Combinations. Where an Ordinarily Combined Combination is not specifically set forth in the applicable state Pricing Schedule, the rate for such Ordinarily Combined Combination shall be the sum of the recurring rates for those individual Network Elements as set forth in the applicable state Pricing Schedule and nonrecurring rates for those individual Network Elements as set forth in the applicable state Pricing Schedule .

5.2.3 The rates for Not Typically Combined Combinations shall be developed pursuant to the BFR process upon request of Sprint CLEC.

5.3 Enhanced Extended Links (EELs)

5.3.1 EELs are combinations of Loops and Dedicated Transport as defined in this Attachment, together with any facilities, equipment, or functions necessary to combine those Network Elements. AT&T shall provide Sprint CLEC with EELs where the underlying Network Element are available and are required to be provided pursuant to this Agreement and in all instances where the requesting carrier meets the eligibility requirements, if applicable.

- 5.3.2 High-capacity EELs are (1) combinations of Loop and Dedicated Transport, (2) Dedicated Transport commingled with a wholesale loop, or (3) a Loop commingled with wholesale transport at the DS1 and/or DS3 level as described in 47 C.F.R. § 51.318(b).
- 5.3.3 By placing an order for a high-capacity EEL, Sprint CLEC thereby certifies that the service eligibility criteria set forth herein are met for access to a converted high-capacity EEL, a new high-capacity EEL, or part of a high-capacity commingled EEL as a UNE. AT&T shall have the right to audit Sprint CLEC's high-capacity EELs as specified below.
- 5.3.4 Service Eligibility Criteria
- 5.3.4.1 High capacity EELs must comply with the following service eligibility requirements. Sprint CLEC must certify for each high-capacity EEL that all of the following service eligibility criteria are met:
- 5.3.4.1.1 Sprint CLEC has received state certification to provide local voice service in the area being served;
- 5.3.4.2 For each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:
- 5.3.4.2.1 Each circuit to be provided to each End User will be assigned a local number prior to the provision of service over that circuit;
- 5.3.4.2.2 Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment so that each DS3 must have at least twenty-eight (28) local voice numbers assigned to it;
- 5.3.4.2.3 Each circuit to be provided to each End User will have 911 or E911 capability prior to provision of service over that circuit;
- 5.3.4.2.4 Each circuit to be provided to each End User will terminate in a collocation arrangement that meets the requirements of 47 C.F.R. § 51.318(c);
- 5.3.4.2.5 Each circuit to be provided to each End User will be served by an interconnection trunk over which Sprint CLEC will transmit the calling party's number in connection with calls exchanged over the trunk;
- 5.3.4.2.6 For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, Sprint CLEC will have at least one (1) active DS1 local service interconnection trunk over which Sprint CLEC will transmit the calling party's number in connection with calls exchanged over the trunk; and

- 5.3.4.2.7 Each circuit to be provided to each End User will be served by a switch capable of switching local voice traffic.
- 5.3.4.3 AT&T may, on an annual basis, audit Sprint CLEC's records in order to verify compliance with the qualifying service eligibility criteria. The audit shall be conducted by a third party independent auditor, and the audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA). To the extent the independent auditor's report concludes that Sprint CLEC failed to comply with the service eligibility criteria, Sprint CLEC must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis. In the event the auditor's report concludes that Sprint CLEC did not comply in any material respect with the service eligibility criteria, Sprint CLEC shall reimburse AT&T for the cost of the independent auditor. To the extent the auditor's report concludes that Sprint CLEC did comply in all material respects with the service eligibility criteria, AT&T will reimburse Sprint CLEC for its reasonable and demonstrable costs associated with the audit. Sprint CLEC will maintain appropriate documentation to support its certifications.
- 5.3.4.4 In the event Sprint CLEC converts special access services to UNEs, Sprint CLEC shall be subject to the termination liability provisions in the applicable special access tariffs, if any.
- 5.4 UNE-P
- 5.4.1 UNE-P is not offered pursuant to this Agreement.
- 5.4.2 Transition Period for UNE-P
- 5.4.2.1 For purposes of this Section 5.4, the Transition Period for UNE-P is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.
- 5.4.2.2 For the purposes of this Section 5.4, Embedded Base shall mean UNE-P and any additional elements that are required to be provided in conjunction therewith that were in service for Sprint CLEC as of March 10, 2005.
- 5.4.2.3 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, AT&T shall charge a rate for Sprint CLEC's Embedded Base of UNE-P equal to the higher of:
- 5.4.2.3.1 The rate at which Sprint CLEC leased that combination of elements on June 15, 2004, plus one dollar (\$1); or
- 5.4.2.3.2 The rate the Commission established, if any, between June 16, 2004, and the effective date of the TRRO, plus one dollar (\$1).
- 5.4.2.3.3 Intentionally Left Blank

6 DEDICATED TRANSPORT AND DARK FIBER TRANSPORT

- 6.1 Dedicated Transport. Dedicated Transport is defined as AT&T's transmission facilities between wire centers or switches owned by AT&T, or between wire centers or switches owned by AT&T and switches owned by Sprint CLEC, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to Sprint CLEC. AT&T shall not be required to provide access to OCn level Dedicated Transport under any circumstances pursuant to this Agreement. In addition, except as set forth in Section 6.2 below, AT&T shall not be required to provide to Sprint CLEC unbundled access to interoffice transmission facilities that do not connect a pair of wire centers or switches owned by AT&T (Entrance Facilities). AT&T shall provide unbundled access to DS1, DS3 and dark fiber Dedicated Transport except as otherwise set forth in this Section 6.
- 6.2 Transition for DS1 and DS3 Dedicated Transport Including DS1 and DS3 Entrance Facilities
- 6.2.1 For purposes of this Section 6.2, the Transition Period for the Embedded Base of DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and for Excess DS1 and DS3 Dedicated Transport is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.
- 6.2.2 For purposes of this Section 6.2, Embedded Base means DS1 and DS3 Dedicated Transport that were in service for Sprint CLEC as of March 10, 2005 in those wire centers that, as of that date, met the criteria set forth in 6.2.6.1 or 6.2.6.2. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.
- 6.2.3 For purposes of this Section 6, Embedded Base Entrance Facilities means Entrance Facilities that were in service for Sprint CLEC as of March 10, 2005. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.
- 6.2.4 For purposes of this Section 6, Excess DS1 and DS3 Dedicated Transport means those Sprint CLEC DS1 and DS3 Dedicated Transport facilities in service as of March 10, 2005, in excess of the caps set forth in Section 6.6. Subsequent disconnects and loss of End Users shall be removed from Excess DS1 and DS3 Loops.
- 6.2.5 For purposes of this Section 6.2, a Business Line is as defined in 47 C.F.R. § 51.5.
- 6.2.6 For purposes of this Section 6.2, a Fiber-based collocater is as defined in 47 C.F.R. §51.5.
- 6.2.7 Notwithstanding anything to the contrary in this Agreement, AT&T shall make available Dedicated Transport as described in this Section 6.2 only for Sprint

CLEC's Embedded Base, Embedded Base Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport during the Transition Period:

- 6.2.7.1 DS1 Dedicated Transport where both wire centers at the end points of the route contain 38,000 or more Business Lines or four (4) or more fiber-based collocators, Tier 1.
- 6.2.7.2 DS3 Dedicated Transport where both wire centers at the end points of the route contain 24,000 or more Business Lines or three (3) or more fiber-based collocators, Tier 1 or Tier 2.
- 6.2.7.3 A list of wire centers meeting the criteria set forth in Section 6.2.7.1 or 6.2.7.2 above as of March 10, 2005, is available on AT&T's CLEC Online website.
- 6.2.7.4 Notwithstanding anything to the contrary in this Agreement, AT&T shall make available Entrance Facilities only for Sprint CLEC's Embedded Base Entrance Facilities and only during the Transition Period.
- 6.2.7.5 Notwithstanding the Effective Date of this Agreement, during the Transition Period, the rates for Sprint CLEC's Embedded Base of DS1 and DS3 Dedicated Transport and for Sprint CLEC's Excess DS1 and DS3 Dedicated Transport, as described in this Section 6.2 shall be the applicable rate set forth in the applicable state Pricing Schedule, plus 15%.
- 6.2.7.6 The Transition Period shall apply only to (1) Sprint CLEC's Embedded Base and Embedded Base Entrance Facilities; and (2) Sprint CLEC's Excess DS1 and DS3 Dedicated Transport. Sprint CLEC shall not add new Entrance Facilities pursuant to this Agreement. Further, Sprint CLEC shall not add new DS1 or DS3 Dedicated Transport as described in this Section 6.2 pursuant to this Agreement, except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment and as set forth in Section 6.2.7.10 below.
- 6.2.7.7 Once a wire center exceeds either of the thresholds set forth in Section 6.2.7.1, no DS1 Dedicated Transport unbundling will be required in that wire center except as provided for in 6.2.7.
- 6.2.7.8 Once a wire center exceeds either of the thresholds set forth in Section 6.2.7.2, no DS3 Dedicated Transport will be required in that wire center except as provided for in 6.2.7.
- 6.2.7.9 No later than December 9, 2005 Sprint CLEC shall submit spreadsheet(s) identifying all of the Embedded Base of circuits, Embedded Base Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport to be either disconnected or converted to other AT&T services pursuant to Section 1.6. The Parties shall negotiate a project

schedule for the Conversion of the Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport.

- 6.2.7.9.1 If Sprint CLEC fails to submit the spreadsheet(s) specified in Section 6.2.7.9 for all of its Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport prior to December 9, 2005, AT&T will identify Sprint CLEC's remaining Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport, if any, and will transition such circuits to the equivalent tariffed AT&T service(s). Those circuits identified and transitioned by AT&T pursuant to this Section 6.2.7.9.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs.
- 6.2.7.9.2 For Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport converted pursuant to Section 6.2.7.9 or transitioned pursuant to 6.2.7.9.1, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or March 11, 2006.
- 6.2.7.10 Modifications and Updates to the Wire Center List and Subsequent Transition Periods
- 6.2.7.10.1 In the event AT&T identifies additional wire centers that meet the criteria set forth in Section 6.2.7.1 or 6.2.7.2, AT&T shall provide notice to Sprint CLEC via Accessible Letter and by posting on CLEC Online.
- 6.2.7.10.2 Effective thirty (30) calendar days after the date of AT&T's posting of such an Accessible Letter AT&T shall not be required to provide DS1 and DS3 Dedicated Transport, as applicable, in such additional wire center(s) except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment.
- 6.2.7.10.3 In the event Sprint CLEC disagrees with AT&T's determination, Sprint CLEC has 60 calendar days from the issuance of the Accessible Letter to dispute AT&T's determination regarding the wire center by providing a self-certification.
- 6.2.7.10.4 If Sprint CLEC does not use the self-certification process described in Section 1.8 of this Attachment to self-certify against AT&T's wire center designation within 60 calendar days of the issuance of the Accessible Letter, the parties must comply with the Applicable Transitional Period as follows: transition all circuits that have been declassified by the wire center designation(s) within 30 days ending on the 90th day after the issuance of the Accessible Letter providing the wire center designation of non-impairment or the end of the applicable transition period, whichever is later For the Applicable Transitional Period, no additional notification will be required. Sprint CLEC may not obtain new DS1/DS3 Dedicated Transport in wire centers and/or routes where such circuits have been declassified during the applicable transition period.

- 6.2.7.10.5 If Sprint CLEC does provide self-certification to dispute AT&T's designation determination within 60 calendar days of the issuance of the Accessible Letter, AT&T may dispute Sprint CLEC's self-certification as described in Sections 6.2.7.10.8 of this Amendment and AT&T will accept and provision the applicable loop and transport orders for the Sprint CLEC providing the self certification during a dispute resolution process.
- 6.2.7.10.6 During the applicable transition period, the rates paid will be the rates in effect at the time of the non-impairment designations plus 15%.
- 6.2.7.10.7 If the Commission has previously determined, in any proceeding, even if Sprint CLEC was not a party to that proceeding where appropriate notice has been provided to Sprint CLEC and where Sprint CLEC has the opportunity to participate, that a wire center is properly designated as a wire center meeting the thresholds set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), then Sprint CLEC shall not request DS1/DS3 Dedicated Transport arrangements declassified by the non-impairment status of the wire center in such wire center. If a Sprint CLEC withdraws its self-certification after a dispute has been filed with the Commission, but before the Commission has made a determination regarding the wire center designation, the wire center designation(s) that were the subject of the dispute will be treated as though the Commission approved AT&T's designations.
- 6.2.7.10.8 If it desires to do so, AT&T can dispute the self-certification and associated Sprint CLEC orders for facilities pursuant to the following procedures: AT&T will notify Sprint CLEC of its intent to dispute Sprint CLEC's self-certification within 30 days of the Sprint CLEC's self-certification or within 30 days of the effective date of this amendment, whichever is later. AT&T will file the dispute for resolution with the state Commission within 60 days of Sprint CLEC's self-certification or within 60 days of the Effective Date of this Agreement, whichever is later. AT&T will notify CLECs of the filing of such a dispute via Accessible Letter. If the self-certification dispute is filed with the state Commission for resolution, the Parties will not oppose requests for intervention by other CLECs if such request is related to the disputed wire center designation(s). The parties agree to urge the state Commission to adopt a case schedule resulting in the prompt resolution of the dispute. AT&T's failure to file a timely challenge, i.e., within 60 days of Sprint CLEC's self-certification or within 60 days of the effective date of this Amendment, whichever is later, to any CLEC's self certification for a given wire center shall be deemed a waiver by AT&T of its rights to challenge any subsequent self certification for the affected wire center except as provided below. AT&T shall promptly notify Sprint CLEC of any time where AT&T has waived its ability to challenge a self-certification as to any wire center for carrier. AT&T may challenge future Sprint CLEC self-certifications pertaining to the wire center if the underlying facts pertaining to the designation of non-impairment have changed, in which case the Parties will follow the provisions for updating the wire center list outlined in Section 6.2.7.10.1 of this Amendment.

During the timeframe of any dispute resolution proceeding, AT&T shall continue to provide the High-Capacity Loop or Transport facility in question to Sprint CLEC at the rates in the Pricing Schedule to the Agreement. If Sprint CLEC withdraws its self-certification, or if the state Commission determines through arbitration or otherwise that Sprint CLEC was not entitled to the provisioned DS1/DS3 Dedicated Transport under Section 251, the rates paid by Sprint CLEC for the affected loop or transport shall be subject to true-up as follows:

- 6.2.7.10.9 If the applicable transition period is within the initial *TRRO* transition period described in Section 6.2 of this Amendment, Sprint CLEC will provide true-up during the period between the date that is thirty (30) days after AT&T's notice of non-impairment and the date the circuit is transitioned to the transitional rate described in Section 6.2.7.10.6 of this Amendment.
- 6.2.7.10.10 If the applicable transition period is after the initial *TRRO* transition period described in Section 6.2 of this Amendment has expired, Sprint CLEC will provide true-up based on the transitional rate described in Section 4.1.1.7 of this Amendment between the date that is thirty (30) days after AT&T's notice of non-impairment and the end of the applicable transition period described in Section 6.2.7.10.4 and the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 6.2.7.10.6 of this Amendment. The applicable equivalent special access/transitional rate as described above will continue to apply until the facility has been transitioned.
- 6.2.7.10.11 For affected transport elements ordered after AT&T's wire center designation, Sprint CLEC will provide true-up for the affected transport element(s) to an equivalent special access rate for the affected transport element(s) as of the latter of the date billing began for the provisioned element or thirty (30) days after AT&T's notice of non-impairment. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 6.2.7.10.6 of this Amendment. The applicable equivalent special access/transitional rate will continue to apply until the facility has been transitioned.
- 6.2.7.10.12 In the event of a dispute following Sprint CLEC's self-certification, upon request by the Commission or Sprint CLEC, AT&T will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, all documentation and all data upon which AT&T intends to rely, which will include the detailed business line information for the AT&T wire center or centers that are the subject of the dispute.
- 6.2.7.10.13 The provisions of Section 6.2.7.10 of this Amendment shall apply to the transition of DS1/DS3 Dedicated Transport arrangements impacted by wire center designation(s). Requested transitions of DS1/DS3 Dedicated Transport arrangements shall be

performed in a manner that reasonably minimizes the disruption or degradation to Sprint CLEC's customer's service, and all applicable charges shall apply. Cross-connects provided by AT&T in conjunction with such Transport shall be billed at applicable wholesale rates (*e.g.*, prior to transition, cross connects will be billed at transitional rates, after transition, if conversion is to an access product, cross connects will be billed at applicable access rates). Cross-connects that are not associated with such transitioned DS1/DS3 Dedicated Transport arrangements shall not be re-priced.

6.2.7.10.14 AT&T will process Sprint CLEC orders for DS1/DS3 Dedicated Transport conversion or disconnection. AT&T will not convert or disconnect these services prior to the end of the applicable transitional period unless specifically requested by Sprint CLEC; however, Sprint CLEC is responsible for ensuring that it submits timely orders in order to complete the transition by the end of applicable transitional period in an orderly manner.

6.2.7.10.15 For Embedded Base circuits converted pursuant to this Section 6.2.7.10, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

6.3 AT&T shall:

6.3.1 Provide Sprint CLEC exclusive use of Dedicated Transport to a particular customer or carrier;

6.3.2 Provide all technically feasible features, functions, and capabilities of Dedicated Transport as outlined within the technical requirements of this section;

6.3.3 Permit, to the extent technically feasible, Sprint CLEC to connect Dedicated Transport to equipment designated by Sprint CLEC, including but not limited to, Sprint CLEC's collocated facilities; and

6.3.4 Permit, to the extent technically feasible, Sprint CLEC to obtain the functionality provided by AT&T's digital cross-connect systems.

6.4 AT&T shall offer Dedicated Transport:

6.4.1 As capacity on a shared facility; and

6.4.2 As a circuit (*i.e.*, DS0, DS1, DS3,) dedicated to Sprint CLEC.

6.5 Dedicated Transport may be provided over facilities such as optical fiber, copper twisted pair, and coaxial cable, and shall include transmission equipment such as line terminating equipment, amplifiers, and regenerators.

6.6 Sprint CLEC may obtain a maximum of ten (10) unbundled DS1 Dedicated Transport circuits or twelve (12) unbundled DS3 Dedicated Transport circuits on each route where the respective Dedicated Transport is available as a Network Element. A route is defined as a transmission path between one of AT&T's wire centers or switches and another of AT&T's wire centers or switches. A route between two (2) points may pass through one or more intermediate wire centers or switches. Transmission paths between identical end points are the same "route", irrespective of whether they pass through the same intermediate wire centers or switches, if any.

6.7 Technical Requirements

6.7.1 AT&T shall offer DS0 equivalent interface transmission rates for DS0 or voice grade Dedicated Transport. For DS1 or DS3 circuits, Dedicated Transport shall at a minimum meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office (CI to CO) connections in the applicable industry standards.

6.7.2 AT&T shall offer the following interface transmission rates for Dedicated Transport:

6.7.2.1 DS0 Equivalent;

6.7.2.2 DS1;

6.7.2.3 DS3; and

6.7.2.4 SDH (Synchronous Digital Hierarchy) Standard interface rates are in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.

6.7.3 AT&T shall design Dedicated Transport according to its network infrastructure. Sprint CLEC shall specify the termination points for Dedicated Transport.

6.7.4 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references and AT&T Technical References;

6.7.4.1 Telcordia TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.

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6.8 Unbundled Channelization (Multiplexing)

6.8.1 To the extent Sprint CLEC is purchasing DS1 or DS3 Dedicated Transport pursuant to this Agreement, Unbundled Channelization (UC) provides the optional multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) Network Elements to be multiplexed or channelized at a AT&T central office.

Channelization can be accomplished through the use of a multiplexer or a digital cross-connect system at the discretion of AT&T. Once UC has been installed, Sprint CLEC may request channel activation on a channelized facility and AT&T shall connect the requested facilities via COCIs. The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility. This service is available as defined in NECA 4.

6.8.2 AT&T shall make available the following channelization systems and interfaces:

6.8.2.1 DS1 Channelization System: channelizes a DS1 signal into a maximum of twenty-four (24) DS0s. The following COCI are available: Voice Grade, Digital Data and ISDN.

6.8.2.2 DS3 Channelization System: channelizes a DS3 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.

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6.8.3 Technical Requirements. In order to assure proper operation with AT&T provided central office multiplexing functionality, Sprint CLEC's channelization equipment must adhere strictly to form and protocol standards. Sprint CLEC must also adhere to such applicable industry standards for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for sub rate digital access.

6.9 Dark Fiber Transport. Dark Fiber Transport is defined as Dedicated Transport that consists of unactivated optical interoffice transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics. Except as set forth in Section 6.9.1 below, AT&T shall not be required to provide access to Dark Fiber Transport Entrance Facilities pursuant to this Agreement.

6.9.1 Transition for Dark Fiber Transport and Dark Fiber Transport Entrance Facilities

6.9.1.1 For purposes of this Section 6.9, the Transition Period for the Embedded Base of Dark Fiber Transport is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

6.9.1.2 For purposes of this Section 6.9, Embedded Base means Dark Fiber Transport that was in service for Sprint CLEC as of March 10, 2005 in those wire centers that, as of that date, met the criteria set forth in 6.9.1.5. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

6.9.1.3 For purposes of this Section 6.9, Embedded Base Dark Fiber Transport Entrance Facilities means Dark Fiber Entrance Facilities that were in service for Sprint CLEC as of March 10, 2005. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.

- 6.9.1.4 For purposes of this Section 6.9, a Business Line is as defined in 47 C.F.R. § 51.5.
- 6.9.1.5 For purposes of this Section 6.9, a Fiber-based collocator is as defined in 47 C.F.R. §51.5.
- 6.9.1.6 Notwithstanding anything to the contrary in this Agreement, AT&T shall make available Dark Fiber Transport as described in this Section 6.9 only for Sprint CLEC's Embedded Base during the Transition Period:
 - 6.9.1.6.1 Dark Fiber Transport where both wire centers at the end points of the route contain 24,000 or more Business Lines or three (3) or more fiber-based collocators, Tier 1 or Tier 2.
- 6.9.1.7 A list of wire centers meeting the criteria set forth in Section 6.9.1.6 above as of March 10, 2005, (Initial List) is available on AT&T's CLEC Online website.
- 6.9.1.8 Notwithstanding the Effective Date of this Agreement, during the Transition Period, the rates for Sprint CLEC's Embedded Base of Dark Fiber Transport as described in Section 6.9.1.2 shall be the applicable rate set forth in the applicable state Pricing Schedule, plus 15%.
- 6.9.1.9 The Transition Period shall apply only to Sprint CLEC's Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities. Sprint CLEC shall not add new Dark Fiber Transport as described in this Section 6.9 except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment and as set forth in Section 6.9.1.11 below. Further, Sprint CLEC shall not add new Dark Fiber Entrance Facilities pursuant to this Agreement.
- 6.9.1.10 Once a wire center exceeds either of the thresholds set forth in Section 6.9.1.6.1, no Dark Fiber Transport unbundling will be required in that wire center except as provided for in 6.9.1.6.
- 6.9.1.11 No later than June 10, 2006 Sprint CLEC shall submit spreadsheet(s) identifying all of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities to be either disconnected or converted to other AT&T services as Conversions pursuant to Section 1.6. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base.
 - 6.9.1.11.1 If Sprint CLEC fails to submit the spreadsheet(s) specified in Section 6.9.1.11 above for all of its Embedded Base prior to June 10, 2006, AT&T will identify Sprint CLEC's remaining Embedded Base, if any, and will transition such circuits to the equivalent tariffed AT&T service(s). Those circuits identified and transitioned by AT&T pursuant to this Section 6.9.1.11.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs.

- 6.9.1.11.2 For Embedded Base circuits converted pursuant to Section 6.9.1.11 or transitioned pursuant to 6.9.1.11.1, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or September 11, 2006.
- 6.9.1.12 Modifications and Updates to the Wire Center List and Subsequent Transition Periods
- 6.9.1.12.1 In the event AT&T identifies additional wire centers that meet the criteria set forth in Section 6.9.1.5.1, AT&T shall provide notice to Sprint CLEC via Accessible Letter and by posting on CLEC Online.
- 6.9.1.12.2 Effective thirty (30) calendar days after the date of AT&T's posting of such an Accessible Letter. AT&T shall not be required to provide unbundled access to Dark Fiber Transport, as applicable, in such additional wire center(s) except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment.
- 6.9.1.12.3 In the event Sprint CLEC disagrees with AT&T's determination, Sprint CLEC has 60 calendar days from the issuance of the Accessible Letter to dispute AT&T's determination regarding the wire center by providing a self-certification.
- 6.9.1.12.4 If Sprint CLEC does not use the self-certification process described in Section 1.8 of this Attachment to self-certify against AT&T's wire center designation within 60 calendar days of the issuance of the Accessible Letter, the parties must comply with the Applicable Transitional Period as follows: transition all circuits that have been declassified by the wire center designation(s) within 30 days ending on the 90th day after the issuance of the Accessible Letter providing the wire center designation of non-impairment or the end of the applicable transition period, whichever is later. For the Applicable Transitional Period, no additional notification will be required. Sprint CLEC may not obtain new Dark Fiber Dedicated Transport in wire centers and/or routes where such circuits have been declassified during the applicable transition period.
- 6.9.1.12.5 If Sprint CLEC does provide self-certification to dispute AT&T's designation determination within 60 calendar days of the issuance of the Accessible Letter, AT&T may dispute Sprint CLEC's self-certification as described in Sections 6.9.1.12.8 of this Amendment and AT&T will accept and provision the applicable loop and transport orders for the Sprint CLEC providing the self certification during a dispute resolution process.
- 6.9.1.12.6 During the applicable transition period, the rates paid will be the rates in effect at the time of the non-impairment designations plus 15%.
- 6.9.1.12.7 If the Commission has previously determined, in any proceeding, even if Sprint CLEC was not a party to that proceeding where appropriate notice has been provided to Sprint CLEC and where Sprint CLEC has the opportunity to participate, that a wire center is properly designated as a wire center meeting the thresholds set forth

pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), then Sprint CLEC shall not request Dark Fiber Dedicated Transport arrangements declassified by the non-impairment status of the wire center in such wire center. If a Sprint CLEC withdraws its self-certification after a dispute has been filed with the Commission, but before the Commission has made a determination regarding the wire center designation, the wire center designation(s) that were the subject of the dispute will be treated as though the Commission approved AT&T's designations.

6.9.1.12.8 If it desires to do so, AT&T can dispute the self-certification and associated Sprint CLEC orders for facilities pursuant to the following procedures: AT&T will notify Sprint CLEC of its intent to dispute Sprint CLEC's self-certification within 30 days of the Sprint CLEC's self-certification or within 30 days of the effective date of this amendment, whichever is later. AT&T will file the dispute for resolution with the state Commission within 60 days of Sprint CLEC's self-certification or within 60 days of the Effective Date of this Agreement, whichever is later. AT&T will notify CLECs of the filing of such a dispute via Accessible Letter. If the self-certification dispute is filed with the state Commission for resolution, the Parties will not oppose requests for intervention by other CLECs if such request is related to the disputed wire center designation(s). The parties agree to urge the state Commission to adopt a case schedule resulting in the prompt resolution of the dispute. AT&T's failure to file a timely challenge, i.e., within 60 days of Sprint CLEC's self-certification or within 60 days of the effective date of this Amendment, whichever is later, to any CLEC's self certification for a given wire center shall be deemed a waiver by AT&T of its rights to challenge any subsequent self certification for the affected wire center except as provided below. AT&T shall promptly notify Sprint CLEC of any time where AT&T has waived its ability to challenge a self-certification as to any wire center for carrier. AT&T may challenge future Sprint CLEC self-certifications pertaining to the wire center if the underlying facts pertaining to the designation of non-impairment have changed, in which case the Parties will follow the provisions for updating the wire center list outlined in Section 6.9.1.12.1 of this Amendment. During the timeframe of any dispute resolution proceeding, AT&T shall continue to provide the High-Capacity Loop or Transport facility in question to Sprint CLEC at the rates in the applicable state Pricing Schedule. If Sprint CLEC withdraws its self-certification, or if the state Commission determines through arbitration or otherwise that Sprint CLEC was not entitled to the provisioned Dark Fiber Dedicated Transport under Section 251, the rates paid by Sprint CLEC for the affected loop or transport shall be subject to true-up as follows:

6.9.1.12.9 If the applicable transition period is within the initial *TRRO* transition period described in Section 6.9.1 of this Amendment, Sprint CLEC will provide true-up during the period between the date that is thirty (30) days after AT&T's notice of non-impairment and the date the circuit is transitioned to the transitional rate described in Section 6.9.1.12.6 of this Amendment.

- 6.9.1.12.10 If the applicable transition period is after the initial TRRO transition period described in Section 6.9.1 of this Amendment has expired, Sprint CLEC will provide true-up based on the transitional rate described in Section 6.9.1.12.6 of this Amendment between the date that is thirty (30) days after AT&T's notice of non-impairment and the end of the applicable transition period described in Section 6.9.1.12.4 and the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 6.9.1.12.6 of this Amendment. The applicable equivalent special access/transitional rate as described above will continue to apply until the facility has been transitioned.
- 6.9.1.12.11 For affected loop/transport elements ordered after AT&T's wire center designation, Sprint CLEC will provide true-up for the affected loop/transport element(s) to an equivalent special access rate for the affected loop/transport element(s) as of the latter of the date billing began for the provisioned element or thirty (30) days after AT&T's notice of non-impairment. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 6.9.1.12.6 of this Amendment. The applicable equivalent special access/transitional rate will continue to apply until the facility has been transitioned.
- 6.9.1.12.12 In the event of a dispute following Sprint CLEC's Self-Certification, upon request by the Commission or Sprint CLEC, AT&T will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, all documentation and all data upon which AT&T intends to rely, which will include the detailed business line information for the AT&T wire center or centers that are the subject of the dispute.
- 6.9.1.12.13 The provisions of Section 6.9.1.12 of this Amendment shall apply to the transition of Dark Fiber Dedicated Transport arrangements impacted by wire center designation(s). Requested transitions of Dark Fiber Dedicated Transport arrangements shall be performed in a manner that reasonably minimizes the disruption or degradation to Sprint CLEC's customer's service, and all applicable charges shall apply. Cross-connects provided by AT&T in conjunction with such Loops and/or Transport shall be billed at applicable wholesale rates (*e.g.*, prior to transition, cross connects will be billed at transitional rates, after transition, if conversion is to an access product, cross connects will be billed at applicable access rates). Cross-connects that are not associated with such transitioned Dark Fiber Dedicated Transport arrangements shall not be re-priced.
- 6.9.1.12.14 AT&T will process Sprint CLEC orders for Dark Fiber Transport conversion or disconnection. AT&T will not convert or disconnect these services prior to the end of the applicable transitional period unless specifically requested by Sprint CLEC; however, Sprint CLEC is responsible for ensuring that it submits timely orders in

order to complete the transition by the end of applicable transitional period in an orderly manner.

6.9.1.12.15 For Embedded Base circuits converted pursuant to this Section 6.9.1.12, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the applicable transitional period.

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ATTACHMENT 3

LOCAL INTERCONNECTION

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NETWORK INTERCONNECTION: CALL TRANSPORT AND TERMINATION

The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (Local) and exchange access (IntraLATA Toll and Switched Access) on the following terms:

1. DEFINITIONS

"Access Tandem" means a local exchange carrier switching system that provides a concentration and distribution function for originating and/or terminating traffic between a LEC end office network and IXC POP's.

"ASR" ("Access Service Request") is an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.

"Cell Site" means a transmitter/receiver location, operated by a WSP, through which radio links are established between a wireless system and mobile units.

"Central office switch" (Central Office) is a switching entity within the public switched telecommunications network, including but not limited to:

- (i) "End Office Switch" or "End Office" is a switching machine that directly terminates traffic to and receives traffic from purchasers of local exchange services. An End Office Switch does not include a PBX.
- (ii) "Tandem Office Switch" or "Tandem(s)" are used to connect and switch trunk circuits between and among other Central Office Switches. A Tandem Switch does not include a PBX.

"CPN" ("Calling Party Number") means a Signaling System 7 "SS7" parameter whereby the ten (10) digit number of the calling Party is forwarded from the End Office.

"Dark Fiber Transport" is defined as incumbent LEC optical transmission facilities without attached multiplexing, aggregation or other electronics.

"Dedicated Transport" is defined as transmission facilities, including all technically feasible capacity-related services including, but not limited to, DS1, DS3, and OCN levels, dedicated to a particular customer or carrier, that provide telecommunications between wire centers owned by incumbent LECs or requesting telecommunications carriers, or between switches owned by incumbent LECs or requesting telecommunications carriers.

"End Office Switching". For the purposes of this Attachment, End Office Switching is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.

"Fiber Meet." is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends (i.e. Point of Interconnection).

“InterMTA Traffic” means traffic to or from Sprint PCS’s network that originates in one MTA and terminates in another MTA (as determined by the geographic location of the cell site to which the mobile End User is connected).

“ISP-Bound Traffic” is defined as telecommunications traffic delivered to an information service provider (“ISP”). ISP-Bound Traffic is not considered Local Traffic subject to reciprocal compensation but instead is classified as information access.

“LERG” (“Local Exchange Routing Guide”) means a Telcordia Reference Document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as Network element and equipment designations.

“Local Channel” (a.k.a, Entrance Facility) is defined as a switched dedicated transport facility between a Party’s Point of Interconnection and its designated Serving Wire Center.

Local Traffic:

“CLEC Local Traffic” is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange as defined and specified in AT&T’s local exchange tariffs (on file with the applicable state commission) . As clarification of this definition and for reciprocal transport and termination compensation, CLEC Local Traffic does not include ISP-Bound Traffic. As further clarification, CLEC Local Traffic does not include calls that do not transmit information of the user’s choosing. In any event, neither Party will pay reciprocal compensation to the other if the “traffic” to which such reciprocal compensation would otherwise apply was generated, in whole or in part, for the purpose of creating an obligation on the part of the originating carrier to pay reciprocal compensation for such traffic.

“Wireless Local Traffic” is defined for purposes of reciprocal compensation under this Agreement as: (1) any telephone call that originates on the network of Sprint PCS within a Major Trading Area (“MTA”) and terminates on the network of AT&T in the same MTA, and (2) any telephone call that originates on the network of AT&T within an MTA and terminates on the network of Sprint PCS in the same MTA. For purposes of this Agreement, LATA shall have the same definition as that contained in the Telecommunications Act of 1996 and MTA shall have the same definition as that contained in the FCC’s rules.

“Meet Point Trunk Group” carries traffic between Interexchange Carriers (IXCs) and Sprint CLEC’s End Users via AT&T Access or combined Local/Access Tandem Switches. This trunk group also carries non-dipped 800 traffic that Sprint CLEC chooses to send AT&T destined for the AT&T Access or combined Local/Access Tandem Switches when Sprint CLEC requests that AT&T perform the Service Switching Point (SSP) function.

“Originating Landline to CMRS InterMTA Traffic” means traffic delivered from AT&T’s originating network to WSP’s network that, at the beginning of the call: (a) originates on AT&T’s network in one MTA; and, (b) is delivered to the mobile unit of WSP’s Customer or the mobile unit of a Third Party connected to a Cell Site located in another MTA. AT&T-

13STATE shall charge and WSP shall pay AT&T-13STATE the Originating Landline to CMRS Switched Access Traffic rates in Attachment Pricing – Wireless.

“Physical Point of Interconnection”. A Point of Interconnection is the physical telecommunications interface between AT&T and Sprint’s interconnection functions. It establishes the technical interconnection and point of operational responsibility and defines the point at which call transport and termination reciprocal compensation responsibility begins. The primary function of the Point of Interconnection is to serve as the termination point for the interconnection service.

“Serving Wire Center”. For purposes of interconnection, a Serving Wire Center is defined as the wire center owned by one party from which the other party would normally obtain dial tone for its Point of Interconnection.

“Shared Facility Factor” means the factor used to appropriately allocate cost of 2-way DS1 Interconnection Facilities based on proportionate use of facility between AT&T and Sprint PCS.

“Shared Transport” is defined as transmission facilities shared by more than one carrier, including the incumbent LEC, between end office switches, between end office switches and tandem switches, and between tandem switches, in the incumbent LEC networks.

“Switched Access Services” means an offering of access to AT&T’s network for the purpose of the origination or the termination of traffic from or to End Users in a given area pursuant to a Switched Access Services tariff.

“Tandem Switching”. For the purposes of this Attachment, Tandem Switching is defined as the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch), pursuant to 47 CFR § 51.319 (c) (2).

“Terminating InterMTA Traffic” means traffic that, at the beginning of the call: (a) originates on WSP’s network; (b) is sent from the mobile unit of WSP’s End User or the mobile unit of a Third Party connected to a Cell Site located in one MTA and (c) terminates on the AT&T-13 STATE’s network in another MTA.

“Transit Traffic” is traffic originating on Sprint’s network that is switched and/or transported by AT&T and delivered to a third party’s network (excluding IXC traffic) or traffic originating on a third party’s network that is switched and/or transported by AT&T and delivered to Sprint’s network (excluding IXC traffic).

“Wireless Intermediary Traffic” is defined as the delivery, pursuant to this agreement or Commission directive, of local or toll (using traditional landline definitions) traffic to or from a local exchange carrier other than AT&T; a CLEC; or another telecommunications company such as a CMRS provider other than Sprint PCS through the network of AT&T or Sprint PCS from or to an end user of AT&T or Sprint PCS.

2. NETWORK INTERCONNECTION

- 2.1 AT&T shall provide interconnection with AT&T's network at any technically feasible point within AT&T's network.
- 2.2 Network Interconnection Methods (NIMs) include, but are not limited to, Physical Collocation Interconnection; Virtual Collocation Interconnection; Leased Facilities Interconnection; Fiber Meet Interconnection; and other methods as mutually agreed to by the Parties. One or more of these methods may be used to effect the Interconnection in each LATA, or as otherwise agreed between the Parties. Requests to AT&T for interconnection at other points or through other methods may be made through the Bona Fide Request/New Business Request process set out in the General Terms and Conditions of this Agreement.
- 2.2.1 Using one or more of the NIM's herein, the Parties will agree to a physical interconnection architecture plan for a specific geographic area. Sprint CLEC and AT&T agree to interconnect their networks through existing and/or new interconnection facilities between Sprint CLEC's switch(es) and AT&T End Office(s) and/or Tandem switch(es). The physical architecture plan will, at a minimum, include the location of Sprint's switch(es) and AT&T's End Office switch(es) and/or Tandem switch(es) to be interconnected and the facilities that will connect the two networks. At the time of implementation in a given local exchange area the plan will be documented.
- 2.3 Wireless Network Interconnection
- 2.3.1 There are two appropriate methods of interconnecting facilities: (1) interconnection via purchase of facilities from either party by the other party; or (2) physical collocation. Type 1, Type 2A and Type 2B interconnection arrangements for FCC licensed CMRS providers are described in this Attachment.. This Agreement is not intended to allow for the exchange of Paging Traffic between the Parties' respective networks. If the Parties have Paging Traffic to exchange, a separate interconnection agreement must be negotiated to address that traffic. Upon request by Sprint PCS, rates and charges for physical collocation may be provided in a separate collocation attachment
- 2.3.1.1 Type 1: Provides a one-way Trunk Side connection between an AT&T end office and Sprint PCS's network. Type 1 Trunks will be used solely for the transmission and routing of Ancillary Services traffic.
- 2.3.1.2 Type 2A: Provides a Trunk Side connection between an AT&T Tandem Switch and Sprint PCS's network. Sprint PCS to AT&T traffic on such an Interconnection Trunk Group must be destined for an NPA-NXX residing in an AT&T End Office Switch that homes on that AT&T Tandem Switch. Type 2A Trunks can be one-way or two-way.

- 2.3.1.3 Type 2A Local/Equal Access Combined Trunk Group: Provides a Trunk Side connection between Sprint PCS's network and an AT&T-7STATE Access Tandem. Local/Equal Access Trunk Groups carry interexchange access traffic and local traffic. This Trunk Group requires an interface utilizing equal access signaling.
- 2.3.1.4 Type 2A Equal Access Trunk Group: Provides a Trunk Side connection between Sprint PCS's network and an AT&T Access Tandem. Equal Access Trunk Groups carry interexchange access traffic. This Trunk Group requires an interface utilizing equal access signaling.
- 2.3.1.5 In AT&T MIDWEST REGION 5-STATE and AT&T SOUTHWEST REGION 5-STATE, when increasing the size of an existing trunk group or installing new trunk groups, a separate Type 2A Equal Access Trunk Group is required when AT&T MIDWEST REGION 5-STATE and AT&T SOUTHWEST REGION 5-STATE is not able to record Sprint PCS-originated traffic to an IXC. Sprint PCS will also provide to AT&T MIDWEST REGION 5-STATE and AT&T SOUTHWEST REGION 5-STATE, using industry standard data record formats, recordings of all calls (both Completed Calls and attempts) to IXCs from Sprint PCS's network using Trunks employing a Type 2A connection.
- 2.3.1.6 Type 2B: Provides a Trunk Side connection between Sprint PCS's network and AT&T-12STATE End Office Switch providing the capability to access only subscribers served by that End Office Switch. Type 2B is a one-way mobile-to-land or land-to-mobile trunk group (and two-way, where available) and is available where facilities and equipment permit.
- 2.3.1.7 Type 2C: Provides a one-way terminating Trunk Side connection between Sprint PCS's MSC and AT&T's 911 Tandem equipped to provide access to E911 services.
- 2.3.1.8 Type 2D: Provides a direct voice-grade transmission path to a LEC Operator Services System (OSS) switch.
- 2.3.1.8.1 Directory Assistance and/or Operator Services traffic may be delivered through a dedicated Trunk Group to an AT&T Operator Services switch.
- 2.3.2 AT&T and Sprint PCS will accept and provide any of the preceding methods of interconnection. Reciprocal connectivity shall be established to at least one AT&T access tandem within every LATA Sprint PCS desires to serve, or Sprint PCS may elect to interconnect directly at an end office for interconnection to end users served by that end office. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point after Sprint PCS

implements SS7 capability within its own network. AT&T will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible. AT&T and Sprint PCS facilities' shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party number ID when technically feasible. In the event a party interconnects via the purchase of facilities and/or services from the other party, the appropriate dedicated transport rates in the Pricing Schedule will apply. The cost of the interconnection facilities between AT&T and Sprint PCS switches within AT&T's service area shall be shared on an equal basis. If a Party demonstrates that the other Party's usage of the interconnection facilities exceeds 55% of the combined usage, that Party may request to negotiate a new usage factor. The equal sharing arrangement will remain in effect until a new usage factor is agreed upon by the Parties. For purposes of determining a Party's usage of the interconnection facilities, Transit traffic or Wireless Intermediary Traffic that originates with Sprint will be attributed to Sprint and Transit traffic or Wireless Intermediary Traffic that originates with a third party and that terminates to Sprint will be attributed to AT&T. Upon mutual agreement by the parties to implement one-way trunking on a state-wide basis, each Party will be responsible for the cost of the one-way interconnection facilities associated with its originating traffic.

- 2.3.2.1 Sprint PCS and AT&T shall mutually agree on a POI for each Facility with Trunks utilized to carry traffic between their respective networks. A POI may be located at:
 - 2.3.2.1.1 the AT&T Wire Center where the Facilities terminate for Sprint PCS to AT&T Authorized Services traffic,
 - 2.3.2.1.2 Sprint PCS's office where the Facilities terminate for AT&T to Sprint PCS Authorized Services traffic, or
 - 2.3.2.1.3 another, mutually agreeable location.
 - 2.3.2.1.4 A POI shall not be located across a LATA boundary, nor beyond the State's defined local calling area from the AT&T-13STATE Central Office Switch where the Facility connection is established.
- 2.3.3 AT&T and Sprint PCS will establish trunk groups from the interconnecting facilities of subsection 2.3.1 of this section such that each party provides a reciprocal of each trunk group established by the other party. Notwithstanding the foregoing, each party may construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency. AT&T's treatment of Sprint PCS as to said charges shall be consistent with AT&T treatment of other local exchange carriers for the same charges. Unless otherwise agreed, AT&T will provide or bear the cost of all trunk groups for the delivery of Local Traffic from AT&T to Sprint PCS's Mobile Telephone Switching Offices within AT&T's service territory, and Sprint PCS will provide or bear the cost of all trunk groups for the

delivery of traffic from Sprint PCS to each AT&T access tandem and end office at which AT&T and Sprint PCS interconnect. Sprint PCS will be responsible for ordering all Interconnection Trunk Groups.

- 2.3.3.1 In each LATA in which Sprint PCS exchanges traffic with AT&T, Sprint PCS shall trunk to each AT&T Tandem in each LATA and AT&T shall be responsible for the Facilities until traffic reaches 24 Trunks (*i.e.* 500 busy hour centum call seconds) for three consecutive months. When the traffic level to and from the Tandem reaches 24 Trunks (*i.e.* 500 busy hour centum call seconds) for three consecutive months, Sprint PCS shall be responsible for the Facilities.
- 2.3.4 Intentionally left blank.
- 2.3.5 When AT&T and Sprint PCS provide an access service connection between an Interexchange Carrier ("IXC") and each other, each party will provide its own access services to the IXC. If access charges are billed, each party will bill its own access service rates to the IXC.
- 2.3.6 The ordering and provision of all services purchased from AT&T by Sprint PCS shall be as set forth in the AT&T Wireless Ordering and Provisioning Handbook as that guide is amended by AT&T from time to time during the term of this Agreement.
- 2.3.7 Sprint PCS may designate the interface it wants to receive from the following: Trunk Side terminations at voice grade, DS0 or DS1 level.
- 2.3.8 Sprint PCS and AT&T will interconnect directly in each LATA in which they exchange Section 251(b)(5) Calls and Switched Access Services traffic. Sprint PCS shall be responsible for the delivery of traffic from its network to the appropriate POI for the transport and termination of such traffic by AT&T to an AT&T End User Customer or for delivery by AT&T to a subtending Third Party Provider or an IXC. AT&T shall be responsible for the delivery of traffic from its network to the appropriate POI for the transport and termination of such traffic by Sprint.
- 2.3.9 When required for delivering Ancillary Services traffic to AT&T, Sprint PCS shall provide Facilities and connections dedicated solely for Ancillary Services traffic. Ancillary Service traffic requires a dedicated DS-1 Facility. The connection used must be an Ancillary Services Connection.
- 2.4 Sprint CLEC Physical Collocation Interconnection
 - 2.4.1 When Sprint CLEC provides its own facilities or uses the facilities of a 3rd party to an AT&T tandem or end office and wishes to place its own transport terminating equipment at that location, Sprint CLEC may interconnect using the provisions of physical collocation as set forth in Attachment 4 of this Agreement.

- 2.5 Sprint CLEC Virtual Collocation Interconnection
 - 2.5.1 When Sprint CLEC provides its own facilities or uses the facilities of a 3rd party to an AT&T tandem or end office and wishes for AT&T to place transport terminating equipment at that location on Sprint's behalf, Sprint CLEC may interconnect using the provisions of Virtual Collocation as set forth in Attachment 4A of this Agreement.
- 2.6 Interconnection via Leased Dedicated Transport Facilities
 - 2.6.1 For purposes of call transport and termination, Sprint CLEC or AT&T as the originating party may obtain Local Channel (entrance facilities) to interconnect with the terminating Party as set forth below. The Parties shall utilize dedicated transport facilities if the traffic destined for that facility exceeds the equivalent of a DS1, unless otherwise mutually agreed to by the Parties. Local channel facilities may be purchased from the applicable Pricing Schedule.
 - 2.6.1.1 Sprint CLEC or AT&T as the originating Party may obtain Local Channel dedicated transport facilities from the terminating Party from the originating Party's Point of Interconnection to the Serving Wire Center.
 - 2.6.1.2 Intentionally left blank.
- 2.7 Fiber Meet Interconnection
 - 2.7.1 Fiber Meet Interconnection between AT&T and Sprint CLEC can occur at any mutually agreeable, economically and technically feasible point between Sprint CLEC's premises and a AT&T Tandem or End Office within a LATA.
 - 2.7.2 If Sprint CLEC elects to interconnect with AT&T pursuant to a Fiber Meet, Sprint CLEC and AT&T shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their transmission and routing of Local Traffic via a Local Channel facility at technically feasible transmission speeds as mutually agreed to by the Parties. Sprint CLEC and AT&T shall work jointly to determine the specific transmission system to permit the successful interconnection and completion of traffic routed over the facilities that interconnect at the Fiber Meet. The technical specifications will be designed so that Sprint CLEC or AT&T may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the Fiber Meet. Neither Sprint CLEC or AT&T will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT).
 - 2.7.3 There are two basic Fiber Meet design options. The option selected must be mutually agreeable to both Sprint CLEC and AT&T, but neither shall unreasonably withhold its agreement to utilize a Fiber Meet design option. Additional

arrangements may be mutually developed and agreed to by Sprint CLEC and AT&T pursuant to the requirements of this section.

- 2.7.3.1 Design One: Sprint CLEC's fiber cable (four fibers) and AT&T's fiber cable (four fibers) are connected at an economically and technically feasible point between Sprint and AT&T locations. This Interconnection point would be at a mutually agreeable location approximately midway between the two. The Parties fiber cables would be terminated and then cross connected on a fiber termination panel. Each Party would supply a fiber optic terminal at its respective end. The POI would be at the fiber termination panel at the mid-point meet.
- 2.7.3.2 Design Two: Both Sprint CLEC and AT&T each provide two fibers between their locations. This design may only be considered where existing fibers are available and there is a mutual benefit to both Sprint CLEC and AT&T. AT&T will provide the fibers associated with the "working" side of the system. Sprint CLEC will provide the fibers associated with the "protection" side of the system. Sprint CLEC and AT&T will work cooperatively to terminate each other's fiber in order to provision this joint point-to-point linear chain or fiber ring SONET system. Both Sprint CLEC and AT&T will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation.
- 2.7.4 AT&T shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the interconnecting AT&T wire center.
- 2.7.5 Sprint CLEC shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the interconnecting Sprint wire center.
- 2.7.6 Sprint CLEC and AT&T may mutually agree upon an economically and technically feasible Point of Interconnection outside the interconnecting AT&T wire center as a Fiber Meet point. AT&T shall make all necessary preparations to receive, and to allow and enable Sprint CLEC to deliver, fiber optic facilities into the Point of Interconnection with sufficient spare length to reach the fusion splice point at the Point of Interconnection. AT&T shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interconnection. A Common Language Location Identification ("CLLI") code will be established for each Point of Interconnection. The code established must be a building type code. All orders shall originate from the Point of Interconnection (i.e., Point of Interconnection to Sprint CLEC, Point of Interconnection to AT&T).
- 2.7.7 Sprint CLEC shall deliver and maintain Sprint CLEC's fiber optic facility wholly at its own expense. Upon verbal request by Sprint CLEC, AT&T shall allow Sprint CLEC access to the Fiber Meet entry point for maintenance purposes as promptly as possible.
- 2.7.8 Each Party shall provide or lease its own, unique source for the synchronized timing of its equipment. Each timing source must be Stratum-1 traceable. Both

Sprint CLEC and AT&T agree to establish separate and distinct timing sources which are not derived from the other, and meet the criteria identified above.

- 2.7.9 Sprint CLEC and AT&T will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. Sprint CLEC and AT&T will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated below. These methods will meet quality standards as mutually agreed to by Sprint CLEC and AT&T.
- 2.7.10 Sprint CLEC and AT&T shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of its own SONET transmission system.
- 2.7.11 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.
- 2.7.12 Neither Sprint CLEC or AT&T shall charge the other for its portion of the Fiber Meet facility used exclusively for Local and IntraLATA Toll Traffic (i.e. Local Channel). Charges incurred for other services including dedicated transport facilities from the Fiber Meet to the point where the facilities terminate if applicable will apply.
- 2.8 Points of Interconnection
- 2.8.1 A minimum of one Physical Point of Interconnection shall be established in each LATA in which Sprint CLEC originates, terminates, or exchanges local traffic or ISP-bound traffic and interconnects with AT&T. The location of the initial Physical Point of Interconnection shall be established by mutual agreement of AT&T and Sprint CLEC. In selecting the initial Physical Point of Interconnection, both AT&T and Sprint CLEC will act in good faith and select the point that is most efficient for both AT&T and Sprint CLEC. Sprint CLEC and AT&T shall each be responsible for engineering and maintaining the network on its side of the Physical Point of Interconnection. Establishment of an initial Physical Point of Interconnection will be initiated by written request and will be based on traffic volumes and patterns, facilities available, and other factors unique to the area.
- 2.8.1.1 Additional points of interconnection in a particular LATA may be established by mutual agreement of Sprint CLEC and AT&T. Additional points of interconnection may be Physical Points of Interconnection. Absent mutual agreement, in order to establish additional points of interconnection in a LATA, the traffic between Sprint CLEC and AT&T at the proposed additional point of interconnection must exceed 8.9 million minutes of local or ISP-Bound traffic per month for three consecutive months. Additionally, any end office to be designated as a point of interconnection must be more than 20 miles from an existing point of interconnection. A Physical Point of

Interconnection will not be designated at a Central Office where physical or virtual collocation space or AT&T fiber connectivity is not available. In no event shall Sprint CLEC or AT&T be required to have more than one point of interconnection in a single local calling area.

- 2.8.1.2 Upon written notification from AT&T or Sprint CLEC requesting the establishment of an additional point of interconnection, the receiving party has 45 calendar days to analyze, respond to, and negotiate in good faith the establishment of and location of such point of interconnection. If the receiving party disagrees that the traffic and mileage thresholds set forth herein have been met, then such party may utilize the dispute resolution procedures set forth in Section 14 of the General Terms and Conditions of this Agreement.
- 2.9 Interconnection Trunking
 - 2.9.1 AT&T and Sprint CLEC will work cooperatively to establish the most efficient trunking network in accordance with the provisions set forth in this Attachment and accepted industry practices.
 - 2.9.2 Any Sprint CLEC request that requires special AT&T translations and other network modifications will require Sprint CLEC to submit a Bona Fide Request/New Business Request via the Bona Fide Request/New Business Request Process set forth in the General Terms and Conditions.
 - 2.9.3 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible multi-frequency (MF) protocol signaling will be used.
 - 2.9.4 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for interoperability between the Parties' respective networks, and such 64CCC must be specified by Sprint CLEC on the order.
 - 2.9.5 All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between AT&T and Sprint CLEC not addressed the Pricing Schedule shall be as negotiated by the Parties. Until such rates are established, the interim rate shall be as set forth in the appropriate AT&T intrastate or interstate tariff for Switched Access services. Once the negotiated rate is established, it will be applied retroactively to the date requested.
 - 2.9.5.1 For two-way interconnection trunking that carries the Parties' Local and intraLATA Toll traffic only the Parties shall be compensated for the nonrecurring and recurring charges for trunks and facilities at 50% of the applicable contractual or tariff rates

for the services provided by each Party. Sprint CLEC shall be responsible for ordering these two-way trunk groups.

2.9.6 One-way and Two-way Interconnection Trunking

2.9.6.1 One-Way Interconnection Trunking

2.9.6.1.1 One-way interconnection trunking for Local and IntraLATA Toll Traffic may be established by Sprint CLEC from its end office or switch to deliver such traffic to AT&T access tandems, end offices, and local traffic to AT&T local tandems. Likewise, AT&T may establish one-way interconnection trunking from its access tandems, Local tandems and end offices to deliver Local and IntraLATA Toll Traffic to Sprint CLEC's end office or switching center

2.9.6.1.2 The establishment of one-way interconnection trunking to a Party's end office provides for the delivery of the originating Party's Local and IntraLATA Toll Traffic to the terminating Party's end users served by such end office.

2.9.6.1.3 Sprint CLEC's establishment of one-way interconnection trunking to an AT&T Local tandem provides for the delivery of its originated Local Traffic to the AT&T end users served by AT&T end offices subtending such AT&T Local tandem or other AT&T local tandems within the same local calling area according to the provisions in the Local Tandem Interconnection Trunking section of this Attachment.

2.9.6.1.4 Sprint CLEC's establishment of one-way interconnection trunks at AT&T access tandems provides intratandem delivery of Sprint CLEC's originating Local and IntraLATA Toll Traffic to the AT&T end users served by such AT&T access tandem.

2.9.6.2 Two-Way Interconnection Trunking

2.9.6.2.1 Two-way interconnection trunking may be utilized by the Parties to transport Local, Transit and IntraLATA Toll Traffic between Sprint CLEC's end office or switch and AT&T-12STATE's access tandem or end office. Two-way interconnection trunking may also be used to transport Local and Transit Traffic between Sprint CLEC's end office or switch and AT&T-12STATE's local tandem. Upon determination that two-way interconnection trunking will be used, Sprint CLEC shall order such two-way trunking via the Access Service Request (ASR) process in place for Local Interconnection. Furthermore, the Parties shall jointly review such trunking performance and forecasts on a periodic basis. The Parties shall mutually agree upon the quantity of trunks and provisioning shall be jointly coordinated.

2.9.6.2.1.1 Intentionally left blank.

2.9.6.2.1.2 AT&T-12STATE [2.9.6.2.1.2.1 through 2.9.6.2.4.1]

- 2.9.6.2.1.2.1 AT&T-12STATE will provide two-way interconnection trunking upon Sprint CLEC's request.
- 2.9.6.2.1.2.2 The selection of the Point of Interconnection for two-way trunking will be pursuant to Section 2.8 of this Attachment.
- 2.9.6.2.1.2.3 AT&T-12STATE and Sprint CLEC use of two-way interconnection trunking for the transport of Local, Transit and IntraLATA Toll Traffic does not preclude either AT&T-12STATE or Sprint CLEC from establishing additional one-way interconnection trunks within the same local calling area for the delivery of its originated Local and IntraLATA Toll Traffic to the other Party.
- 2.9.6.2.2 The establishment of two-way interconnection trunks between the Parties' end offices provides for the receipt and delivery of the Parties' Local, Transit and IntraLATA Toll Traffic between the Parties' end users served by such end offices.
- 2.9.6.2.3 The Parties' establishment of two-way interconnection trunking to a AT&T-12STATE local tandem provides for the receipt and delivery of the Parties Local and Transit Traffic between the Parties' end users served by such end offices.
- 2.9.6.2.4 The Parties establishment of two-way interconnection trunks between a Sprint CLEC end office and an AT&T-12STATE access tandem provides intratandem delivery of Sprint CLEC's originating Local, Transit and IntraLATA Toll Traffic from Sprint CLEC end users served by such Sprint CLEC end office to the AT&T-12STATE end users served by such AT&T-12STATE access tandem.
- 2.9.6.2.4.1 Furthermore, such two-way interconnection trunks between an AT&T-12STATE access tandem and a Sprint CLEC end office allows AT&T-12STATE to deliver AT&T-12STATE originated Local and IntraLATA Toll Traffic from AT&T-12STATE end users to the Sprint CLEC end users served by such Sprint CLEC end office.
- 2.9.6.3 Both Parties will use the Trunk Group Service Request (TGSR) to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.
- 2.9.7 Transit Service
- 2.9.7.1 Transit service will be billed at the rates found in the Pricing Schedule.
- 2.9.7.2 It is the responsibility of Sprint CLEC to enter into arrangements with each third party carrier (Independent Companies (ICOs) or other CLECs) to deliver and/or receive Transit Traffic. Sprint CLEC agrees to use reasonable efforts to enter into agreements with third-party carriers as soon as possible after the establishment of interconnection trunking arrangements.

2.9.7.3 Toll Free Traffic

2.9.7.3.1 If Sprint CLEC chooses AT&T to handle Toll Free database queries from its switches, all Sprint CLEC originating Toll Free traffic will be routed over the Meet-Point trunk group.

2.9.7.3.2 All originating Toll Free Service (Toll Free) calls for which Sprint CLEC requests that AT&T perform the Service Switching Point (“SSP”) function (i.e., perform the database query) shall be delivered using GR-394 format over the Meet-Point trunk Group. Carrier Code “0110” and Circuit Code (to be determined for each LATA) shall be used for all such calls.

2.9.7.3.3 Sprint CLEC may handle its own Toll Free database queries from its switch. If so, Sprint CLEC will determine the nature (Local/Intra-LATA/Inter-LATA) of the Toll Free call based on the response from the database. If the query determines that the call is a AT&T Local or IntraLATA Toll Free number, Sprint CLEC will route the post-query Local or IntraLATA converted ten-digit local number to AT&T over the Local or Intra-LATA trunk group. If the query determines that the call is a third party (ICO or other CLEC) Local or IntraLATA Toll Free number, Sprint CLEC will route the post-query Local or IntraLATA converted ten-digit local number to AT&T over the local Trunk group. In such case, Sprint CLEC is to provide a Toll Free billing record when appropriate. If the query reveals the call is an InterLATA Toll Free number, Sprint CLEC will route the post-query Inter-LATA call (Toll Free number) directly from its switch for carriers Interconnected with its network or over the Meet-Point trunk group to carriers not directly connected to its network but are connected to AT&T’s Access Tandem. Calls will be routed to AT&T over the Local/IntraLATA and Meet-Point trunk groups within the LATA in which the calls originate.

2.9.7.3.4 All post-query Toll Free Service (Toll Free) calls for which Sprint CLEC performs the SSP function, if delivered to AT&T, shall be delivered using GR-394 format for calls destined to IXC’s, and GR-317 format for calls destined to End Offices that directly subtend the Tandem.

2.9.8 Access Tandem Interconnection Trunking

2.9.8.1 When Tandem trunks are deployed, Sprint CLEC shall route appropriate traffic (i.e., only traffic to End Offices that subtend that Tandem) to the respective AT&T Tandems on the trunk groups defined herein. The LERG should be referenced for current routing and tandem serving arrangements. Likewise, AT&T shall route appropriate traffic to Sprint CLEC switches based on the tandem serving arrangements referenced in the LERG.

2.9.8.2 Intentionally left blank

- 2.9.8.3 When Sprint CLEC establishes interconnection trunking at a single point in the LATA, the trunk terminations shall be at an AT&T access tandem. To the extent Sprint CLEC desires to terminate Local and IntraLATA Toll Traffic to AT&T and Transit Traffic to third parties served by AT&T access tandems within the LATA, other than the one Sprint CLEC has established interconnection trunking to, Sprint CLEC shall establish an interconnecting trunk group to such access tandems.
- 2.9.8.3.1 Sprint CLEC shall establish interconnection trunking to all AT&T access and local tandems in the LATA where Sprint CLEC has assigned or homed NPA/NXXs. Sprint CLEC shall assign or home NPA/NXXs on the AT&T tandems that serve the Exchange Rate Center Areas where the subscribers who use such NPA/NXXs are located. The specified association between AT&T tandems and Exchange Rate Centers is defined in the national Local Exchange Routing Guide (LERG). Sprint CLEC shall enter its NPA/NXX access and/or local tandem homing arrangement into the LERG.
- 2.9.8.4 Switched Access traffic will be delivered to and by IXC's based on Sprint CLEC's NXX Access Tandem homing arrangement as specified by Sprint CLEC in the Local Exchange Routing Guide (LERG).
- 2.9.9 Intentionally left blank.
- 2.9.10 AT&T Local Tandem Interconnection Trunking
- 2.9.10.1 This interconnection arrangement allows Sprint CLEC to establish interconnection trunking at AT&T local tandems for: (1) the delivery of Sprint CLEC-originated Local Traffic transported and terminated by AT&T to AT&T end offices within the local calling area as defined in AT&T's local exchange tariffs (on file with the applicable state commission) served by those AT&T local tandems, and (2) for Transit Traffic transported by AT&T for third party network providers who have also established interconnection trunking at those AT&T local tandems.
- 2.9.10.2 When a specified local calling area is served by more than one AT&T local tandem, Sprint CLEC must designate a "home" local tandem for each of its assigned NPA/NXXs and establish interconnection trunking to such local tandems. Additionally, Sprint CLEC may choose to establish interconnection trunking at the AT&T local tandems where it has no codes homing but is not required to do so.. It is Sprint CLEC's responsibility to enter its own NPA/NXX local tandem homing arrangements into the Local Exchange Routing Guide (LERG) either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to Sprint CLEC's codes. Likewise, Sprint CLEC shall obtain its routing information from the LERG.
- 2.9.10.3 Notwithstanding establishing interconnection trunking to AT&T's local tandems, Sprint CLEC must also establish interconnection trunking to AT&T access tandems

within the LATA on which Sprint CLEC has NPA/NXX's homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. AT&T cannot switch SWA traffic through more than one AT&T access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the AT&T access tandem for completion. (Type 2A CMRS interconnection is defined in this Attachment)

2.9.11 Direct End Office Interconnection Trunking

For Sprint CLEC:

- 2.9.11.1 Direct end office trunks terminate traffic between a Sprint CLEC switch and an AT&T end office and are not switched at a tandem location. Overflow from either end of the direct end office trunk group will be alternate routed to the appropriate tandem. The overflow will be based on the homing arrangements displayed in the LERG.
- 2.9.11.2 All traffic received by AT&T on a direct end office trunk group from Sprint CLEC must terminate in the end office, i.e. no tandem switching will be performed in the end office. Where end office functionality is provided in a remote end office of a host/remote configuration, Interconnection at that remote end office is available where technically feasible. The number of digits to be received by the AT&T end office shall be mutually agreed upon by the Parties.
- 2.9.11.3 If an AT&T tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between Sprint CLEC and AT&T subscribers.
- 2.9.11.4 When end office trunking is ordered by AT&T to deliver AT&T originated traffic to Sprint CLEC, AT&T will provide overflow routing through AT&T tandems consistent with how AT&T overflows its traffic. The overflow will be based on the homing arrangements Sprint CLEC displays in the LERG. Likewise, if Sprint CLEC interconnects to a AT&T end office for delivery of Sprint CLEC originated traffic, Sprint CLEC may overflow the traffic through the AT&T tandems based on the AT&T homing arrangements shown in the LERG.
- 2.9.11.5 Furthermore, each Party as an originating Party shall establish direct end office trunking to the terminating Party's end office (which may have a Tandem routed overflow) if the traffic destined for that end office exceeds the equivalent of a DS1, unless otherwise mutually agreed to by the Parties.

For Sprint PCS:

- 2.9.11.6 The Parties shall establish a one-way mobile-to-land or land-to-mobile (or two-way where available) DEOT when actual or projected total end office traffic requires twenty-four (24) or more Trunks or when AT&T-12STATE's End Office Switch is not served by an AT&T-12STATE Tandem Switch in the local exchange area. If the DEOT is designed to overflow, the traffic will be alternately routed to the appropriate AT&T-12STATE Tandem. DEOT's established as direct finals will not overflow from either direction to any alternate route.
- 2.9.12 Other Interconnection Trunk Groups
- 2.9.12.1 E911 Trunk Group
- 2.9.12.1.1 A segregated trunk group for each NPA shall be established to each appropriate E911 Tandem within the local exchange area in which Sprint CLEC offers exchange service. This trunk group shall be set up as a one-way outgoing only and shall utilize MF CAMA signaling or SS7 signaling if available. Sprint CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
- 2.9.12.1.2 Sprint CLEC shall provide a minimum of two (2) one-way outgoing channels on 9-1-1 trunks dedicated for originating 9-1-1 emergency service calls from the Point of Interconnection (POI) to the AT&T 9-1-1 Tandem. Unless otherwise agreed to by the Parties, the 9-1-1 trunk groups will be initially established as two (2) one-way CAMA MF trunk groups or SS7 connectivity where applicable.
- 2.9.12.1.3 Sprint CLEC will cooperate with AT&T to promptly test all 9-1-1 trunks and facilities between the Sprint CLEC network and the AT&T 9-1-1 Tandem to assure proper functioning of 9-1-1 service. Sprint CLEC will not turn-up live traffic until successful testing is completed by both Parties.
- 2.9.12.1.4 Wireless Access to 911/E911 Emergency Network
- 2.9.12.1.4.1 AT&T and Sprint PCS recognize that 911 and E911 services were designed and implemented primarily as methods of providing emergency services to fixed location subscribers. While AT&T and Sprint PCS recognize the need to provide "911-like" service to mobile subscribers, both parties recognize that current technological restrictions prevent an exact duplication of the services provided to fixed location customers. AT&T will route "911-like" calls received from Sprint PCS to the emergency agency designated by Sprint PCS for such calls. Sprint PCS will provide the information necessary to AT&T so that each call may be properly routed and contain as much pertinent information as is technically feasible.
- 2.9.12.1.4.2 AT&T and Sprint PCS recognize that the technology and regulatory requirements for the provision of "911-like" service by CMRS carriers are evolving and agree to

modify or supplement the foregoing in order to incorporate industry accepted technical improvements that Sprint PCS desires to implement and to permit Sprint PCS to comply with applicable regulatory requirements; therefore the terms and conditions governing Wireless access to 911 will be pursuant to Attachment 3a Cellular/PCS 911.

2.9.12.2 High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group

For Sprint CLEC:

- 2.9.12.2.1 Where the Parties have the capability to perform call gapping or code gapping with the effect of choking traffic to the HVCI/Mass Calling customer, the Parties shall not be required to establish an HVCI/Mass Calling trunk.
- 2.9.12.2.2 Except as set forth above, a dedicated trunk group shall be required to the designated Public Response HVCI/Mass Calling Network Access Tandem in each serving area. This trunk group shall be one-way outgoing only and shall utilize MF or SS7 signaling where technically capable. As the HVCI/Mass Calling trunk group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described elsewhere for other final local Interconnection trunk groups. The Party originating the traffic will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
- 2.9.12.2.3 If Sprint CLEC should acquire a HVCI/Mass Calling customer, e.g., a radio station, Sprint CLEC shall notify AT&T. AT&T shall determine whether call gapping or other means can be used to choke the traffic or if it is necessary for AT&T to order trunk groups as referenced above to the Sprint CLEC customer's serving office.
- 2.9.12.2.4 If Sprint CLEC finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, Sprint CLEC may request a meeting to coordinate with AT&T the assignment of HVCI/Mass Calling telephone number from the existing choke NXX. In the event that Sprint CLEC establishes a new choke NXX, Sprint CLEC must notify AT&T a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX.
- 2.9.12.2.5 Where AT&T and Sprint CLEC both provide HVCI/Mass Calling trunking, both Parties' trunks may ride the same DS-1. MF and SS7 trunk groups shall not be provided within a DS-1 facility; a separate DS-1 per signaling type must be used.

For Sprint PCS:

- 2.9.12.2.6 Separate high-volume Trunk Groups (HVCI) will be required for high-volume customer calls (e.g., radio contest lines). If the need for HVCI is identified by either Party, that party may initiate a meeting where the parties will negotiate where HVCI Trunk Groups need to be provisioned to ensure network protection from HVCI traffic.

2.9.12.3 Operator Services/Directory Assistance Trunk Group(s)

2.9.12.3.1 If AT&T provides Inward Assistance Operator Services for Sprint CLEC, Sprint CLEC will initiate an ASR for a two-way trunk group from its designated operator services switch to the AT&T Operator Services Tandem utilizing MF signaling.

2.9.12.3.2 If AT&T provides Directory Assistance and/or Operator Services for Sprint CLEC, the following trunk groups are required:

2.9.12.3.3 Directory Assistance (DA):

2.9.12.3.3.1 Sprint CLEC may contract for DA services only. A segregated trunk group for these services will be required to the appropriate AT&T Operator Services Tandem in the LATA for the NPA Sprint CLEC wishes to serve. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit Automatic Number Identification (ANI)). Sprint CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

2.9.12.3.4 Directory Assistance Call Completion (DACC):

2.9.12.3.4.1 Sprint CLEC may also contract for DACC. This requires a segregated one-way trunk group to each AT&T Operator Services Tandem within the LATA for the combined DA and DACC traffic. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit ANI). Sprint CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

2.9.12.3.5 Busy Line Verification/Emergency Interrupt (BLV/EI):

2.9.12.3.5.1 When AT&T's operator is under contract to verify the busy status of the Sprint CLEC End Users, AT&T will utilize a segregated one-way with MF signaling trunk group from AT&T's Operator Services Tandem to Sprint CLEC's switch. Sprint CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

2.9.12.3.6 Operator Assistance (0+, 0-):

2.9.12.3.6.1 This service requires a one-way trunk group from the Sprint CLEC switch to AT&T's Operator Services Tandem. Two types of trunk groups may be utilized. If the trunk group transports DA/DACC, the trunk group will be designated with the appropriate traffic use code and modifier. If DA is not required or is transported on a segregated trunk group, then the group will be designated with a different appropriate traffic use code and modifier. Modified Operator Services Signaling (2 Digit ANI) will be required on the trunk group. Sprint CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

2.9.12.3.7 Trunk Design Blocking Criteria

2.9.12.3.7.1 Sprint CLEC/PCS: Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use Low day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).

TABLE 1

Trunk Group Type	Design Blocking Objective
Local Tandem/ Type 2A	1%
Local Direct End Office (Primary High)	ECSS*
Local Direct End Office (Final)/ Type 2B	1%
IntraLATA	1%
Local/IntraLATA	1%
InterLATA (Meet Point) Tandem/Type 2A Equal Access	0.5%
911/Type 2C	1%
Operator Services (DA/DACC)/ Type 2D	1%
Operator Services (0+, 0-)/ Type 1	0.5%
Busy Line Verification-Inward Only	1%

*During implementation the Parties will mutually agree on an ECSS or some other means for the sizing of this trunk group if it is a two-way trunk group that carries the Parties Local and IntraLATA Toll.

2.9.13 Trunk Servicing

- 2.9.13.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). Sprint will have administrative control for the purpose of issuing ASR's on two-way trunk groups. The Parties agree that neither Party shall alter trunk sizing without first conferring with the other party.
- 2.9.13.2 Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. Both Parties may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Both Parties reserve the right to issue applicable ASRs if so required in the normal course of business.
- 2.9.13.3 Unless in response to a blocking situation or for a project, when either Party orders interconnection trunk group augmentations, a Firm Order confirmation (FOC) shall be returned to the ordering Party within four (4) business days from receipt of a valid error free ASR. A project is defined as a new trunk group or the request of 96 or more

trunks on a single or multiple trunk group(s) in a given local calling area. Blocking situations and projects shall be managed through the AT&T Interconnection Trunking Project Management group and Sprint's equivalent trunking group.

- 2.9.13.4 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) business day study period. The Parties agree that twenty (20) business days is the study period duration objective. However, a study period on occasion may be less than twenty (20) business days but at minimum must be at least three (3) business days to be utilized for engineering purposes, although with less statistical confidence.

3. NETWORK DESIGN AND MANAGEMENT FOR CLEC INTERCONNECTION

- 3.1 Network Management and Changes. Both Parties will work cooperatively with each other to install and maintain the most effective, economical and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both Parties agree to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.
- 3.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. AT&T will provide out-of-band signaling using Common Channel Signaling Access Capability where technically feasible and economically practicable. AT&T Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID (Calling Party Number) when technically feasible.
- 3.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate or to any other Party to which each Party provides local interconnection.
- 3.4 Network Management Controls. Both Parties will work cooperatively with each other to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.

3.4.1 Restrictive Controls

- 3.4.1.1 Either Party may use protective network traffic management controls such as 6-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. Sprint CLEC and AT&T will immediately notify each other of any protective control action planned or executed.

3.4.2 Expansive Controls

- 3.4.2.1 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

3.4.3 Mass Calling

- 3.4.3.1 Sprint CLEC and AT&T shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

- 3.5 Common Channel Signaling. Both Parties will provide LEC-to-LEC Common Channel Signaling ("CCS") to each other, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc. All privacy indicators will be honored, and each Party will cooperate with each other on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks. Neither Party shall alter the CCS parameters, or be a party to altering such parameters, or knowingly pass CCS parameters that have been altered in order to circumvent appropriate interconnection charges.

- 3.5.1 Sprint CLEC shall provide all SS7 signaling information including, without limitation, charge number and originating line information ("OLI"). For terminating FGD, AT&T will pass all SS7 signaling information including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection ("TNS") parameter, carrier identification codes ("CIC") (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by Sprint CLEC wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

- 3.5.2 Signaling Call Information. AT&T and Sprint CLEC will send and receive 10 digits for Local Traffic. Additionally, AT&T and Sprint CLEC will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.
- 3.6 Sprint Forecasting Requirements. The Parties shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish the interconnections required to assure traffic completion to and from all customers in their respective designated service areas. In order for the Parties to provide as accurate reciprocal trunking forecasts as possible to each other, each Party must timely inform the other Party of any known or anticipated events that may affect reciprocal trunking requirements. If either Party is unable to provide such information, the Parties shall provide trunking forecasts based only on existing trunk group growth and annual estimated percentage of subscriber line growth.
- 3.6.1 Both Parties shall meet every six months or at otherwise mutually agreeable intervals for the purpose of exchanging trunk group busy season traffic loads and non-binding forecasts of traffic and volume requirements for the interconnection and network elements provided under this Agreement, in the form and in such detail as agreed by the Parties. For AT&T-13STATE, Sprint may request additional traffic data via a trunk group utilization report (TIKI), this report is provided in an MS-Excel format. The Parties agree that each forecast provided under this Section shall be deemed "Confidential Information" in the General Terms and Conditions - Part A of this Agreement.
- 3.6.2 The trunk forecast should include trunk requirements for all of the interconnecting trunk groups for the current year plus the next future year. The forecast meeting between the two companies may be a face-to-face meeting, video conference or audio conference. It may be held regionally or geographically. Ideally, these forecast meetings should be held at least semi-annually, or more often if the forecast is no longer usable. Updates to a forecast or portions thereof should be made whenever the Party providing the forecast deems necessary or whenever a significant increase or decrease in trunking demand for the forecasting period occurs. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. Also, either Party should notify the other Party if they know of situations in which the traffic load is expected to increase significantly and thus affect the interconnecting trunk requirements as well as the trunk requirements within the other Party's network. The Parties agree that the forecast information provided under this Section shall be deemed "Confidential Information" as set forth in the General Terms and Conditions section of this Agreement.

- 3.6.3 For a non-binding trunk forecast, agreement between the two Parties on the trunk quantities and the timeframe of those trunks does not imply any liability for failure to perform if the trunks are not available for use at the required time.
- 3.6.4 Trunk forecasts shall include yearly forecasted Trunk quantities by Tandem and subtending end offices. Identification of each Trunk will be by the “from” and “to” Common Language Location Identifiers (CLLI), as described in Telcordia Technologies documents BR 795-100-100 and BR 795-400-100

4. WIRELESS NETWORK DESIGN AND MANAGEMENT

- 4.1 AT&T and Sprint PCS will work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. AT&T will provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks. Orders from Sprint PCS to AT&T to establish, add, change, or disconnect Trunks shall be submitted using AT&T’s applicable ordering system. Two-way Trunk Groups may only be used for the delivery of traffic in both directions.
- 4.2 The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.
- 4.3 AT&T and Sprint PCS will work cooperatively to apply sound network management principles by invoking appropriate network management controls to alleviate or prevent network congestion.
- 4.4 Neither party intends to charge rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial reconfiguration of either party’s network interconnection arrangement contained in this Agreement. However, the interconnection reconfigurations will have to be considered individually as to the application of a charge. Notwithstanding the foregoing, AT&T and Sprint PCS do intend to charge non-recurring fees for any additions to, or added capacity to, any facility or trunk purchased. Parties who initiate SS7 STP changes may be charged authorized non-recurring fees from the appropriate tariffs.
- 4.5 AT&T and Sprint PCS will provide Common Channel Signaling (CCS) information to one another, where available and technically feasible, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored, and AT&T and Sprint PCS agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP)

messages to facilitate full interoperability of CCS-based features between the respective networks.

- 4.6 For network expansion, AT&T and Sprint PCS will review engineering requirements on a quarterly basis and establish forecasts for trunk utilization. New trunk groups will be implemented as stated by engineering requirements for both parties.
- 4.7 AT&T and Sprint PCS will provide each other with the proper call information, including all proper translations for routing between networks and any information necessary for billing where AT&T provides recording capabilities. This exchange of information is required to enable each party to bill properly.
- 4.8 Nothing in this Agreement shall prohibit Sprint PCS from enlarging its CMRS network through management contracts with third parties for the construction and operation of a CMRS system under the SPCS brand name and license. Traffic originating on such extended networks shall be treated as Sprint PCS traffic under the terms and conditions of this Agreement. All billing for such traffic will be in the name of Sprint PCS, and subject to the terms and conditions of this Agreement.

5. LOCAL DIALING PARITY

- 5.1 Each Party shall provide local dialing parity, meaning that each Party's customers will not have to dial any greater number of digits than the other Party's customers to complete the same call.

6. Interconnection Compensation

- 6.1 Compensation for Call Transport and Termination for CLEC Local Traffic, ISP-Bound Traffic and Wireless Local Traffic is a bill and keep compensation arrangement. Should either Sprint CLEC or Sprint PCS or Nextel or NPCR opt into another interconnection arrangement with AT&T pursuant to 252 (i) of the Act which calls for reciprocal compensation, the bill and keep arrangement between AT&T and the remaining Sprint entity shall be subject to termination or renegotiation as deemed appropriate by AT&T.
 - 6.1.1 The Parties hereby agree to a bill-and-keep arrangement for usage on CLEC Local Traffic, ISP-bound traffic, and Wireless Local Traffic. Such bill-and-keep arrangement includes any per minute of use rate elements associated with the transport and termination of CLEC Local Traffic, ISP-bound Traffic, and Wireless Local Traffic. Such bill-and-keep arrangement does not include trunks and associated dedicated transport, transit and intermediary traffic, or interMajor Trading Area traffic.
 - 6.1.2 Sprint CLEC charges for dedicated transport and associated facilities of calls on Sprint CLEC's or AT&T's respective networks are as set forth in the Pricing Schedule to this Attachment. If Sprint CLEC, pursuant to 47 CFR §51.711(b), demonstrates that its

costs support different rates for the transport mileage described in this Section, upon approval by the appropriate state commission, such other rates shall be included within this Agreement to be applied prospectively from the effective date of the Commission approval.

- 6.1.3 If Sprint CLEC chooses to provide local switching of AT&T-originated calls through use of a switch located outside the LATA in which the calls originate, any transport charges that AT&T may owe Sprint CLEC as reciprocal compensation for transporting such calls shall be governed by this Section. AT&T shall compensate Sprint CLEC at the dedicated transport rates specified in the Pricing Schedule, as is appropriate to the specific circumstances of the individual call. To the extent that AT&T is required to pay such transport on a distance-sensitive basis, the distance the call is considered transported, for purposes of determining any reciprocal compensation owed, shall not exceed the shortest distance in airline miles between the point AT&T hands the call off to Sprint CLEC (the appropriate Point of Interconnection where the two networks join in the LATA) and the LATA boundary. If Sprint CLEC, pursuant to 47 CFR §51.711(b), demonstrates that its costs support different rates for the transport mileage described in this Section, upon approval by the appropriate state commission, such other rates shall be included within this Agreement to be applied prospectively from the effective date of the Commission approval.
- 6.2 Neither Party shall represent switched access services traffic (e.g. FGA, FGB, FGD) as Local Traffic for purposes of payment of reciprocal compensation.
- 6.3 If Sprint CLEC assigns NPA/NXXs to specific AT&T rate centers within a AT&T originating end user's local calling area, and then assigns numbers from those NPA/NXXs to Sprint CLEC end users physically located outside of the AT&T originating end user's local calling area, Sprint CLEC agrees to identify such traffic to AT&T and to compensate AT&T for originating and transporting such traffic to Sprint CLEC at AT&T's intrastate switched access tariff rates. If Sprint CLEC does not identify such traffic to AT&T, to the best of AT&T's ability AT&T shall determine which whole Sprint CLEC NPA/NXXs on which to charge the applicable rates for originating intrastate switched access service as reflected in AT&T's Intrastate Access Service Tariff. AT&T shall make appropriate billing adjustments if Sprint CLEC can provide sufficient information for AT&T to determine whether said traffic is Local Traffic.
- 6.3.1 Notwithstanding the foregoing, neither Party waives its position on how to determine the end point of ISP traffic and the associated compensation.
- 6.4 Fiber Meet, Design One. Each party will compensate the other for the Local Channels, from the POI to the other Party's switch location within the LATA, ordered on the other Party's portion of the Fiber Meet.
- 6.5 Wireless Non-Local Traffic Interconnection

- 6.5.1 The delivery of Non-Local Traffic by a party to the other party shall be reciprocal and compensation will be mutual. For terminating its Non-Local Traffic on the other party's network, each party will pay either the access charges described in paragraph 6.5.2 hereunder or the Non-Local Intermediary Charges described in paragraph 6.5.4 hereunder, as appropriate.
- 6.5.2 For originating and terminating intrastate or interstate interMTA Non-Local Traffic, each party shall pay the other AT&T's intrastate or interstate, as appropriate, switched network access service rate elements on a per minute of use basis, which are set out in AT&T's Intrastate Access Services Tariff or AT&T's Interstate Access Services Tariff as those tariffs may be amended from time to time during the term of this Agreement.
- 6.5.3 Actual traffic measurements in each of the appropriate categories is the preferred method of classifying and billing traffic. If, however, either party cannot measure traffic in each category, then AT&T and Sprint PCS shall agree on a surrogate method of classifying and billing traffic, taking into consideration territory served (e.g. MTA boundaries, LATA boundaries and state boundaries) and traffic routing of AT&T and Sprint PCS.
- 6.5.4 If Non-Local Traffic originated by Sprint PCS is delivered by AT&T for termination to the network of a nonparty telecommunications carrier ("Nonparty Carrier") and Sprint PCS and AT&T participate in Meet Point Billing as defined in paragraph 6.16, then AT&T will bill Sprint PCS and Sprint PCS shall pay a \$.002 per minute intermediary charge. None of the Non-Local Traffic delivered to Sprint PCS by AT&T shall be subject to the Non-Local Intermediary Charges.
- 6.6 Responsibilities of the Parties
- 6.6.1 Each Party to this Attachment will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.
- 6.6.2 Where SS7 connections exist, each Party will include in the information transmitted to the other for each call being terminated on the other's network, where available, the original and true Calling Party Number (CPN).
- 6.6.3 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.
- 6.7 Intentionally left blank
- 6.8 Intentionally left blank
- 6.9 Intentionally left blank

- 6.10 Compensation for CLEC IntraLATA Toll Traffic
- 6.10.1 CLEC IntraLATA Toll Traffic. For purposes of this Attachment, CLEC IntraLATA Toll Traffic is defined as any telecommunications call between Sprint CLEC and AT&T end users that originates and terminates in the same LATA and results in intraLATA toll charges being billed to the originating end user by the originating Party. Moreover, AT&T originated IntraLATA Toll Traffic will be delivered to Sprint CLEC using traditional Feature Group C non-equal access signaling.
- 6.10.2 Compensation for CLEC IntraLATA Toll Traffic. For terminating its CLEC IntraLATA Toll Traffic on the other company's network, the originating Party will pay the terminating Party the terminating Party's current effective or Commission approved (if required) intrastate or interstate, whichever is appropriate, terminating Switched Access rates.
- 6.10.3 Compensation for CLEC 8XX Traffic. Each Party (AT&T and Sprint CLEC) shall compensate the other pursuant to the appropriate Switched Access charges, including the database query charge as set forth in the Party's current effective or Commission approved (if required) intrastate or interstate Switched Access tariffs.
- 6.10.4 Records for 8XX Billing. Each Party (AT&T and Sprint CLEC) will provide to the other the appropriate records necessary for billing intraLATA 8XX customers.
- 6.10.5 8XX Access Screening. AT&T's provision of 8XX Toll Free Dialing (TFD) to Sprint CLEC requires interconnection from Sprint CLEC to AT&T 8XX SCP. Such interconnections shall be established pursuant to AT&T's Common Channel Signaling Interconnection Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. Sprint CLEC shall establish CCS7 interconnection at the AT&T Local Signal Transfer Points serving the AT&T 8XX SCPs that Sprint CLEC desires to query. The terms and conditions for 8XX TFD are set out in AT&T's Intrastate Access Services Tariff as amended.
- 6.11 Mutual Provision of Switched Access Service for Sprint CLEC and AT&T
- 6.11.1 Switched Access Traffic. Switched Access Traffic is described in the AT&T Access Tariff. Subject to the provisions of Section 6.11.1.1 following, any interexchange telecommunications traffic utilizing the Public Switched Telephone Network, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or in different local calling areas as defined by the originating Party and delivered to the terminating Party using Feature Groups A, B, or D switched access services shall be considered Switched Access Traffic. The traffic described herein shall not be considered Local Traffic. Irrespective of transport protocol method used, a call that originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call) shall not be compensated as local.

- 6.11.1.1 The Parties will treat Public Switched Telephone Network computer-to-phone or phone-to-computer telecommunications traffic (both intraexchange and interexchange) the same way as Section 251(b)(5) traffic for purposes of reciprocal compensation.
- 6.12 Meet Point Billing Arrangement
- 6.12.1 Intentionally left blank
- 6.12.2 When Sprint CLEC's end office switch, subtending the AT&T Access Tandem switch for receipt or delivery of switched access traffic, provides an access service connection between an interexchange carrier (IXC) by either a direct trunk group to the IXC utilizing AT&T facilities, or via AT&T's tandem switch, each Party will provide its own access services to the IXC on a multi-bill, single-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the Party providing the end office function. Each Party will use the Multiple Exchange Carrier Access Billing (MECAB) system to establish meet point billing for all applicable traffic. Thirty (30)-day billing periods will be employed for these arrangements. The recording Party agrees to provide to the initial billing Party, at no charge, the Switched Access detailed usage data within no more than sixty (60) days after the recording date. The initial billing Party will provide the switched access summary usage data to all subsequent billing Parties within 10 days of rendering the initial bill to the IXC. Each Party will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary.
- 6.12.3 AT&T and Sprint CLEC will retain for a minimum period of sixty (60) days ,access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.
- 6.12.4 AT&T and Sprint CLEC agree to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.
- 6.12.5 AT&T and Sprint CLEC also agree to process the recreated data within forty-eight (48) hours of receipt at its data processing center.
- 6.12.6 The Initial Billing Party shall keep records for no more than 13 months of its billing activities relating to jointly-provided Intrastate and Interstate access services. Such records shall be in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly

review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.

- 6.12.7 Unless otherwise mutually agreed to by the Parties, Sprint CLEC shall not deliver Switched Access Traffic to AT&T for termination using a trunk group obtained pursuant to this Agreement, but shall instead use a Feature Group D or other switched access trunk group or facility obtained via the AT&T switched access tariff.
- 6.13 Transit Traffic Service (Sprint CLEC). AT&T shall provide tandem switching and transport services for Sprint CLEC's Transit Traffic that originates from, or terminates to a Sprint CLEC end user. Rates for local transit traffic shall be the applicable call transport and termination charges as set forth in the Pricing Schedule.
- 6.13.1 The delivery of traffic which transits the AT&T network and is transported to another carrier's network is excluded from any AT&T billing guarantees and will be delivered at the rates stipulated in this Agreement to a terminating carrier. AT&T agrees to deliver this traffic to the terminating carrier; provided, however, that Sprint CLEC is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the receipt of this traffic through the AT&T network. AT&T will not be liable for any compensation to the terminating carrier or to Sprint CLEC. Sprint CLEC agrees to compensate AT&T for any charges or costs for the delivery of Sprint CLEC originated Transit Traffic to a connecting carrier on behalf of Sprint. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.
- 6.14 Transit Traffic Service (Sprint PCS)
- 6.14.1 Intentionally left blank
- 6.14.2 Sprint PCS shall route Transit Traffic destined to any Third Party Terminating Carrier to the appropriate AT&T Tandem Switch that is subtended by such Third Party Terminating Carrier's switch.
- 6.14.3 Transit Traffic not routed to the appropriate AT&T Tandem shall be considered misrouted. Transit Traffic routed at or through any AT&T End Office Switch shall be considered misrouted.
- 6.14.4 Upon written notification from AT&T of misrouting of Transit Traffic by Sprint PCS as identified above, Sprint PCS will take appropriate action and correct such misrouting within a reasonably practical period of time no longer than 90 days after receipt of notification of such misrouting.
- 6.14.5 Facilities and trunking pursuant to this Attachment 3, or as otherwise mutually agreed in writing, will be utilized for the routing of Transit Traffic.

- 6.14.6 When Transit Traffic between Sprint PCS and a Third Party Terminating Carrier through an AT&T Tandem requires twenty-four (24) or more Trunks, upon AT&T's written request, Sprint PCS shall establish a direct Trunk Group or alternate transit arrangement between itself and such Third Party Terminating Carrier within sixty (60) calendar days. Sprint PCS shall route Transit Traffic via AT&T's Tandem Switches, and not at or through any AT&T End Offices. Except for overflow traffic that is mutually agreed to by the Parties, once direct trunk groups are established between Sprint PCS and the subtending Third Party Provider switch, Sprint will cease routing Transit Traffic through the AT&T Tandem to such Third Party Provider switch.
- 6.15 Wireless Meet Point Billing
- 6.15.1 Pursuant to the procedures described in Multiple Exchange Carrier Access Billing (MECAB) document, developed by the Alliance for Telecommunications Industry Solutions' (ATIS) Ordering and Billing Forum (OBF), the Parties shall provide to each other the Switched Access detail usage data, on a per LATA basis, for jointly provided tandem switched Feature Groups B or D services to or from an IXC. As detailed in the MECAB document, the Parties will, in a timely fashion, exchange all information necessary to accurately, reliably and promptly bill Access Service customers for Switched Access services traffic jointly provided via the meet-point billing arrangement. Information shall be exchanged in Electronic Message Interface (EMI) format, via a mutually acceptable electronic file transfer protocol. The Parties agree to exchange the Switched Access detail usage data to each other on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals. Each Party shall provide the other Party the billing name, billing address, and carrier identification ("CIC") of the IXCs that may utilize any portion of either Party's network in a carrier/LEC MPB arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. AT&T shall provide this information to Carrier except where proprietary restrictions prohibit disclosure. Each Party will be entitled to reject a record that does not contain a CIC code.
- 6.15.2 Carrier shall designate AT&T's Access Tandem Switch or any other reasonable facilities or points of Interconnection for the purpose of originating or terminating IXC traffic. For the access Tandem Switch designated, the Parties agree that the billing percentage to be utilized to bill Switched Access Service customers for jointly provided Switched Access Services traffic shall be any mutually agreed upon billing percentage(s).
- 6.15.3 The Parties will each bill the IXC for their portion of the Switched Access Services as stated in each Party's respective access tariff based on the billing percentages stated above.

6.15.4 The Parties shall undertake all reasonable measures to ensure that the billing percentage and associated information as described in the MECAB document identified in Paragraph 6.15.1 above, are maintained in their respective federal and state access tariffs, as required, until such time as such information will be included in the National Exchange Carrier Association (“NECA”) FCC Tariff No. 4.

6.15.5 Each Party shall implement the “Multiple Bill/Single Tariff” option described in the MECAB document identified in Paragraph 6.15.1 above so that each Party bills the IXC for its portion of the jointly provided Switched Access Services.

7. OPERATIONAL SUPPORT SYSTEMS (OSS) RATES

7.1 AT&T has developed and made available mechanized systems by which Sprint may submit LSRs electronically. Such systems are specified in Attachment 6-OSS.

8. BASIC 911 AND E911

8.1 If Sprint CLEC orders network elements and other services, then Sprint CLEC is also responsible for providing E911 to its end users. AT&T agrees to offer access to the 911/E911 network pursuant to Attachment 3B CLEC 911.

**ATTACHMENT 3A
CELLULAR/PCS
EMERGENCY SERVICE ACCESS (E9-1-1)**

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CELLULAR/PCS EMERGENCY SERVICE ACCESS (E9-1-1)

1. INTRODUCTION

- 1.1 This Attachment sets forth terms and conditions for 911 Service Access provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) to Sprint PCS for access to the applicable AT&T-owned ILEC's 911 and E911 Databases, and interconnection to an AT&T-owned ILEC's 911 Selective Router solely for the purpose of Call Routing of Sprint PCS 911 calls completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act. The trunking requirements contained in this Attachment are to be used solely for Sprint PCS Wireless 911 call routing.
- 1.2 Wireless E911 Service Access is a service which enables Sprint PCS's use of AT&T 911 network service elements which AT&T uses in the provision of E911 Universal Emergency Number/ 911 Telecommunications Services, where AT&T is the 911 service provider. E911 Authority purchases Universal Emergency Number/911 Telecommunications Service from AT&T. Wireless E911 Service Access makes available to Sprint PCS only the service configuration purchased by the E911 Authority from AT&T. AT&T shall provide Wireless E911 Service Access to Sprint PCS as described in this Attachment, in each area in which (i) Sprint PCS is authorized to provide CMRS and (ii) AT&T is the 911 service provider. The Federal Communications Commission has, in FCC Docket 94-102, ordered that providers of CMRS make available to their end users certain E9-1-1 services, and has established clear and certain deadlines and by which said service must be available. Wireless E911 Service Access is compatible with Sprint PCS's Phase I and Phase II E911 obligations.
- 1.3 AT&T Inc. (AT&T) means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.4 AT&T-2STATE - As used herein, AT&T-2STATE means AT&T CALIFORNIA and AT&T NEVADA, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.5 AT&T - As used herein, AT&T means AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE, AT&T-2STATE and AT&T CONNECTICUT the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.6 AT&T CALIFORNIA – As used herein, AT&T CALIFORNIA means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
- 1.7 AT&T CONNECTICUT - As used herein, AT&T CONNECTICUT means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.8 AT&T MIDWEST REGION 5-STATE - As used herein, AT&T MIDWEST REGION 5-STATE means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T

Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.

- 1.9 AT&T NEVADA - As used herein, AT&T NEVADA means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 1.10 AT&T SOUTHWEST REGION 5-STATE - As used herein, AT&T SOUTHWEST REGION 5-STATE means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.11 The prices at which AT&T agrees to provide Sprint PCS with E911 Service Access is contained in the applicable Pricing Schedule and/or the applicable State Access Services tariff where stated.

2. 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 Call(s)" means a call made by an Sprint PCS's Wireless End User by dialing "911" (and, as necessary, pressing the "Send" or analogous transmitting button) on a Wireless Handset.
- 2.3 "Alternate PSAP" means a Public Safety Answering Point (PSAP) designated to receive calls when the primary PSAP is unable to do so.
- 2.4 "Automatic Location Identification" or "ALI" means the necessary location data stored in the 911 Selective Routing/ALI Database, which is sufficient to identify the tower and/or face from which a wireless call originates.
- 2.5 "Automatic Location Identification Database" or "ALI Database" means the emergency service (E911) database containing caller information. Caller information may include, but is not limited to, the Sprint PCS name, Call Back Number, and Cell Site/Sector Information.
- 2.6 "Automatic Number Identification" or "ANI" means a signaling parameter that refers to the number transmitted through a network identifying a pANI. With respect to 911 and E911, "ANI" means a feature by which the pANI is automatically forwarded to the 911 Selective Routing Switch and to the PSAP's Customer Premise Equipment (CPE) for display.
- 2.7 "Call Back Number" means the Mobile Identification Number (MIN) or Mobile Directory Number (MDN), whichever is applicable, of Sprint PCS's Wireless End User who has made a 911 Call, which may be used by the PSAP to call back Sprint PCS's Wireless End User if a 911 Call is disconnected, to the extent that it is a valid, dialable number.
- 2.8 "Call Path Associated Signaling" or "CAS" means a wireless 9-1-1 solution set that utilizes the voice transmission path to also deliver the Mobile Directory Number (MDN) and the caller's location to the PSAP.
- 2.9 "Centralized Automatic Message Accounting (CAMA) Trunk" means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from Sprint PCS's switch to an AT&T E911 Selective Router.
- 2.10 "Cell Sector" means a geographic area defined by Sprint PCS (according to Sprint PCS's own radio frequency coverage data), and consisting of a certain portion or all of the total coverage area of a Cell Site.
- 2.11 "Cell Sector Identifier" means the unique alpha or alpha-numeric designation given to a Cell Sector that identifies that Cell Sector.

- 2.12 “Cell Site/Sector Information” means information that indicates to the receiver of the information the Cell Site location receiving a 911 Call made by a Sprint PCS’s Wireless End User, and which may also include additional information regarding a Cell Sector.
- 2.13 “Common Channel Signaling/Signaling System 7 Trunk” or “CCS/SS7 Trunk or SS7 Signaling” means a trunk that uses Integrated Services Digital Network User Part (ISUP) signaling to transmit ANI from Sprint PCS’s switch to an AT&T 911 Selective Routing Tandem.
- 2.14 “Company Identifier” or “Company ID” means a three to five (3 to 5) character identifier chosen by the Sprint PCS that distinguishes the entity providing dial tone to the End User. The Company ID is maintained by NENA in a nationally accessible database.
- 2.15 “Database Management System” or “DBMS” means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or ALI for 911 systems.
- 2.16 “Designated PSAP” means the PSAP designated to receive a 911 Call based upon the geographic location of the Cell Site. A “Default PSAP” is the PSAP designated to receive a 911 Call in the event the Selective Router is unable to determine the Designated PSAP. The “Alternate PSAP” is the PSAP that may receive a 911 Call in the event the Designated PSAP is unable to receive the 911 call.
- 2.17 “E911 Authority” means a municipality or other State or Local government unit, or an authorized agent of one or more municipalities or other State or Local government units to whom authority has been lawfully as the administrative entity to manage a public emergency telephone system for emergency police, fire, and emergency medical services through the use of one telephone number, 911.
- 2.18 “E911 Service” means the functionality to route wireless 911 calls and the associated caller and/or location data of the wireless end user to the appropriate Public Safety Answering Point.
- 2.19 “E911 Trunk” means one-way terminating circuits which provide a trunk-side connection between Sprint PCS’s network and AT&T 911 Tandem equipped to provide access to 911 services as technically defined in Telcordia Technical Reference GR145-CORE.
- 2.20 “E911 Universal Emergency Number Service” (also referred to as “Expanded 911 Service” or “Enhanced 911 Service”) or “E911 Service” means a telephone exchange communications service whereby a 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 trunks and includes ANI, ALI, and/or Selective Routing (SR).
- 2.21 “Emergency Services” means police, fire, ambulance, rescue, and medical services.
- 2.22 “Emergency Service Routing Digits” or “ESRD” is a digit string that uniquely identifies a base station, Cell Site, or sector that may be used to route emergency calls through the network in other than an NCAS environment.
- 2.23 “Emergency Service Routing Key” or “ESRK” is a 10 digit routable, but not necessarily dialable, number that is used not only for routing but also as a correlator, or key, for the mating of data that is provided to the PSAP (a.k.a. 911 Center) by different paths, such as via the voice path and ALI data path in an NCAS environment.
- 2.24 “Hybrid CAS” means a wireless 9-1-1 solution set that utilizes one transmission path to deliver the voice and Mobile Directory Number (MDN) to the PSAP and a separate transmission path to deliver the callers location information to the PSAP.
- 2.25 “Meet Point” means the demarcation between the AT&T network and the Sprint PCS network.

- 2.26 “Mobile Directory Number” or “MDN” means a 10-digit dialable directory number used to call a Wireless Handset.
- 2.27 “Mobile Identification Number” or “MIN” means a 10-digit number assigned to and stored in a Wireless Handset.
- 2.28 “National Emergency Number Association” or “NENA” means the 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.
- 2.29 “Non-Call path Associated Signaling” or “NCAS” means a wireless 9-1-1 solution set that utilizes one transmission path to deliver the voice and a separate transmission path to deliver the Mobile Directory Number and the caller’s location to the PSAP.
- 2.30 “Phase I” - as defined in CC Docket 94-102. Phase I data includes the Call Back Number and the associated 911 ALI.
- 2.31 “Phase II” - as defined in CC Docket 94-102. Phase II data includes XY coordinates, confidence factor and certainty.
- 2.32 “Public Safety Answering Point” or “PSAP” means an answering location for 911 calls originating in a given area. The E911 Authority 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.
- 2.33 “Pseudo Automatic Number Identification (pANI)” is a 10-digit telephone number used to support routing of wireless 911 calls. It is used to identify the Cell Site and/or cell sector from which the call originates, and is used to link the ALI record with the caller’s MDN.
- 2.34 “Selective Routing” or “SR” means an E911 feature that routes an E911 call from a 911 Selective Routing Switch to the Designated or Primary PSAP based upon the pANI associated with the originating Cell Site and/or Cell Sector.
- 2.35 “Service Provider” means an entity that provides one or more of the following 911 elements; network, database, or CPE.
- 2.36 “Shell Record” means a partial ALI record which requires a dynamic update of the ESRK, Call Back Number, Cell Site and Sector Information for a Phase I deployment, and XY location data for a Phase II deployment. The dynamic update requires input from Sprint PCS's network prior to updating the ALI record and forwarding to the appropriate PSAP.
- 2.37 “Wireless Handset” means the wireless equipment used by a wireless end user to originate wireless calls or to receive wireless calls.

3. AT&T RESPONSIBILITIES

- 3.1 AT&T shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to perform the E911 Services set forth herein when AT&T is the 911 service provider. AT&T shall provide 911 Service to Sprint PCS in areas where Sprint PCS is licensed to provide service and AT&T provides the 911 System component. In such situations, AT&T shall provide Sprint PCS access to the AT&T 911 System as described in this section.
- 3.2 Call Routing
 - 3.2.1 AT&T will route 911 calls from the AT&T SR to the designated Primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.

Alternate PSAPs not subscribing to the appropriate wireless service shall not receive all features associated with the primary wireless PSAP.

- 3.2.2 When routing a 911 call and where AT&T is the ALI Database Provider, in a Phase I application, AT&T will forward the Phase I data as provided by Sprint PCS and in a Phase II application, AT&T will forward the Phase I and Phase II data as provided by Sprint PCS.

3.3 Facilities and Trunking

- 3.3.1 AT&T shall provide and maintain sufficient dedicated E911 trunks from AT&T's SR's to the PSAP of the E911 Customer, according to provisions of the applicable State Commission approved tariff and documented specifications of the E911 Authority.
- 3.3.2 After receiving Sprint PCS's order, AT&T will provide, and Sprint PCS agrees to pay for, transport facilities required for 911 trunk termination. Except as provided in Section 8.1, transport facilities shall be governed by the applicable AT&T Access Services tariff. Additionally, when Sprint PCS requests diverse facilities, AT&T will provide such diversity where technically feasible, at standard tariff rates.
- 3.3.3 AT&T and Sprint PCS will cooperate to promptly test all trunks and facilities between Sprint PCS's network and the AT&T SR(s).
- 3.3.4 AT&T will be responsible for the coordination and restoration of all 911 network maintenance problems to Sprint PCS's facility Meet Point.

3.4 Database

- 3.4.1 Where AT&T manages the 911 and E911 Databases and Sprint PCS deploys a CAS or Hybrid-CAS Solution utilizing AT&T E911 DBMS:
- 3.4.1.1 AT&T shall store Sprint PCS's ALI records in the electronic data processing database for the E911 DBMS.
- 3.4.1.2 AT&T shall coordinate access to the AT&T E911 DBMS for the initial loading and updating of Sprint PCS ALI records.
- 3.4.1.3 AT&T's ALI database shall accept electronically transmitted files that are based upon NENA standards.
- 3.4.2 Where AT&T manages the 911 and E911 Databases, and Sprint PCS deploys an NCAS solution:
- 3.4.2.1 Sprint PCSs designated third-party provider shall perform the above database functions.
- 3.4.2.2 AT&T will provide a copy of the static MSAG received from the appropriate E911 Authority, to be utilized for the development of Shell ALI Records.

4. **SPRINT PCS RESPONSIBILITIES**

4.1 Call Routing

- 4.1.1 Where AT&T is the 911 System Service Provider, Sprint PCS will route 911 calls from Sprint PCS's network to the AT&T SR office of the 911 system.
- 4.1.2 Depending upon the network service configuration, Sprint PCS will forward the ESRD and the MDN of the party calling 911 or the ESRK associated with the specific Cell Site and sector to the AT&T 911 SR.

4.2 Facilities and Trunking

- 4.2.1 Where specified by the E911 Authority, Sprint PCS shall provide or order from AT&T, transport and trunk termination to each AT&T 911 SR that serves the areas in which Sprint PCS is licensed to and will provide CMRS service.
- 4.2.2 Sprint PCS shall maintain facility transport capacity sufficient to route 911 traffic over trunks dedicated for 911 interconnection between Sprint PCS's network and the AT&T SR.
- 4.2.3 Sprint PCS is responsible for determining the proper quantity of trunks and transport facilities from Sprint PCS' network to interconnect with the AT&T 911 SR.
- 4.2.4 Sprint PCS acknowledges that its End Users in a single local calling scope may be served by different SRs and Sprint PCS shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.
- 4.2.5 Sprint PCS shall provide a minimum of two (2) one-way outgoing trunk(s) dedicated for originating 911 Emergency Service calls from Sprint PCS's network to each AT&T 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable PSAP, the Parties agree to implement CCS/SS7 trunks rather than CAMA (MF) trunks.
- 4.2.6 Sprint PCS is responsible for appropriate diverse facilities if required by applicable State Commission rules and regulations or if required by other governmental, municipal, or regulatory authority with jurisdiction over 911 services.
- 4.2.7 Sprint PCS shall engineer its 911 trunks to maintain a minimum P.01 grade of service as specified by NENA standards.
- 4.2.8 In order to implement Phase II E911 Service, Sprint PCS is responsible for ordering a 56K or 64K frame relay or fractional T-1 circuit ("Data Circuit") from Sprint PCS's network to the appropriate AT&T ALI server where AT&T is the designated ALI Database Provider. Such Data Circuit may be ordered from AT&T affiliate or vendor of Sprint PCS's choice.
- 4.2.9 Sprint PCS shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If Sprint PCS's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, Sprint PCS shall request additional circuits from AT&T.
- 4.2.10 Sprint PCS will cooperate with AT&T to promptly test all 911 trunks and facilities between Sprint PCS's network and the AT&T 911 Selective Router(s) to assure proper functioning of 911 service. Sprint PCS agrees that it will not pass live 911 traffic until both parties complete successful testing.
- 4.2.11 Sprint PCS is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to Sprint PCS's facility Meet Point. Sprint PCS is responsible for advising AT&T of the circuit identification and the fact that the circuit is a 911 circuit when notifying AT&T of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. AT&T will refer network trouble to Sprint PCS if no defect is found in AT&T's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

4.3 Database

- 4.3.1 Where AT&T is the 911 System Service Provider, and Sprint PCS deploys a CAS or Hybrid CAS Solution utilizing AT&T 911 DBMS:

4.3.1.1 Sprint PCS or its representatives shall be responsible for providing Sprint PCS's ALI Records to AT&T, for inclusion in AT&T's DBMS on a timely basis, once E911 trunking has been established and tested between Sprint PCS's network and all appropriate SRs.

4.3.1.2 Sprint PCS or its agent shall provide initial and ongoing updates of Sprint PCS's ALI Records that are in electronic format based upon established NENA standards.

4.3.1.3 Sprint PCS shall adopt use of a Company ID on all Sprint PCS ALI Records in accordance with NENA standards. The Company ID is used to identify the Sprint PCS of record in facility configurations.

4.3.1.4 Sprint PCS is responsible for providing updates to AT&T 911 DBMS; in addition, Sprint PCS is responsible for correcting any errors that may occur during the entry of their data as reflected on the status and error report.

4.3.2 Where AT&T is the 911 System Service Provider, and Sprint PCS deploys an NCAS solution:

4.3.2.1 Sprint PCS's designated third-party provider shall perform the above database functions.

4.3.2.2 Sprint PCS's designated third party shall be responsible for ensuring Sprint PCS's Shell Records for ALI are submitted to AT&T, for inclusion in AT&T's 911 DBMS, on a timely basis, once E911 trunking has been established and tested between Sprint PCS's network and all appropriate SRs.

4.3.2.3 Sprint PCS's third-party provider shall provide initial and ongoing updates of Sprint PCS's Shell Records for ALI that are in electronic format based upon established NENA standards.

4.4 Other

4.4.1 Sprint PCS is responsible for collecting from its End Users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the wireless service provider and/or End Users by any municipality or other governmental entity within whose boundaries the Sprint PCS provides CMRS.

4.4.2 In the event that there is a valid E911 Phase II PSAP request, Sprint PCS shall notify AT&T Industry Markets 911 Account Manager at least five (5) months prior to Sprint PCS's proposed Phase II implementation state.

5. RESPONSIBILITIES OF BOTH PARTIES

5.1 Jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from the Sprint PCS's network to the designated AT&T 911 Selective Router(s).

6. 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 E911 Service: (i) all FCC and applicable State Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of AT&T's applicable Commission ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

7. CONTINGENCY

- 7.1 The terms and conditions of this Attachment represent a negotiated plan for providing access to 911 and E911 Databases, and interconnection to an AT&T-owned ILEC 911 Selective Router for the purpose of Call Routing of 911 calls completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.
- 7.2 The Parties agree that the E911 Service is provided for the use of the E911 Authority, and recognize the authority of the E911 Authority to establish service specifications and grant final approval (or denial) of service configurations offered by AT&T and Sprint PCS.

8. BASIS OF COMPENSATION

- 8.1 Sprint PCS shall compensate AT&T for the elements described in the Pricing Exhibit at the rates set forth in the Pricing Exhibit on a going forward basis. There shall be no true up or price adjustments for process charged for wireless 911 implementations accomplished via prior agreement or tariff prior to the effective date of this Attachment. The prices shall be considered interim in the States of Arkansas, Connecticut, Indiana, Kansas, Michigan, Missouri, Nevada, Oklahoma, and Texas until a tariff in the State in question has become effective for such elements. In addition, the Parties acknowledge that the interim rates set forth in the Attachment are based on the pricing methodology set forth in the *Letter from Thomas J. Sugrue, Chief Wireless Telecommunications Bureau, FCC to Marlys R. Davis, E-911 Program Manager, King County E-911 Program Office, dated May 7, 2001 ("King County Letter"* and affirmed in *The Order on Reconsideration In the matter of Revision of the Commission's Rules To Ensure Compatibility with Enhanced 911 Emergency Calling Systems Request of King County, Washington* (FCC 02-146). In the event that the final pricing methodology that is adopted in a particular State differs from the *King County Letter* methodology, the Parties agree to true up or true down the rates charged and amounts paid back to September 1, 2002. Except as set forth above, in the event AT&T files a new or revised tariff after the effective date of this Attachment ("New Tariff") containing rates for one or more of the elements described in the Pricing Exhibit that vary from rates contained in a prior approved tariff or the rates specified in the Pricing Exhibit, or if such New Tariff contains additional or different elements, when the rates or elements in the New Tariff become effective, such rates or elements shall apply to the corresponding elements on a going forward basis from the date the rates in the New Tariff become effective. Finally, the failure of the Pricing Exhibit to list charges for the Data Circuit does not negate any such charges for the Data Circuit, should Sprint PCS elect to purchase such circuit from an AT&T affiliate.
- 8.2 Charges for E911 Service shall begin once the trunks and facilities are installed and successfully tested between Sprint PCS's network and AT&T SR(s).

9. LIABILITY

- 9.1 AT&T's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Attachment. AT&T shall not be liable to Sprint PCS, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after AT&T has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from Sprint PCS until service is restored.
- 9.2 Sprint PCS's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Attachment. In the event Sprint

- PCS provides E911 Service to AT&T, Sprint PCS shall not be liable to AT&T, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after Sprint PCS has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from AT&T until service is restored.
- 9.3 Sprint PCS agrees to release, indemnify, defend and hold harmless AT&T from any and all Loss arising out of AT&T's provision of E911 Service hereunder or out of Sprint PCS's End Users' use of the E911 Service, whether suffered, made, instituted or asserted by Sprint PCS, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by Sprint PCS, its End Users or others, unless the act or omission proximately causing the Loss constitutes gross negligence, recklessness or intentional misconduct of AT&T.
- 9.4 Sprint PCS also agrees to release, indemnify, defend and hold harmless AT&T from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 Service features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 Service provided hereunder, unless the act or omission proximately causing the Loss constitutes the gross negligence, recklessness or intentional misconduct of AT&T.

10. MUTUALITY

- 10.1 Sprint PCS agrees that to the extent it offers the type of services covered by this Attachment to any company, that should AT&T request such services, Sprint PCS will provide such services to AT&T under terms and conditions comparable to the terms and conditions contained in this Attachment.

PRICING EXHIBIT

1. AT&T-2STATE CELLULAR/PCS E9-1-1:

1.1 CALIFORNIA

Trunk Charge per Trunk:

Monthly	\$26.00
Non-Recurring	\$741.00

Facility rates can be found in the State Special Access Tariff.

1.2 AT&T NEVADA

Trunk Charge Per Trunk:

Monthly Recurring:	\$8.00
Non-Recurring	\$175.07

Facility rates can be found in the State Special Access Tariff.

2. AT&T MIDWEST REGION 5-STATE CELLULAR/PCS E9-1-1:**2.1 ILLINOIS**

Trunk Charge per Trunk:

Monthly	\$19.99
Non-Recurring	\$610.45

Facility rates can be found in the State Special Access Tariff.

2.2 INDIANA

Trunk Charge per Trunk:

Monthly	\$26.64
Non-Recurring	\$770.97

Facility rates can be found in the State Special Access Tariff.

2.3 MICHIGAN

Trunk Charge per Trunk:

Monthly	\$19.81
Non-Recurring	\$496.18

Facility rates can be found in the State Special Access Tariff.

2.4 OHIO

Trunk Charge per Trunk:

Monthly	\$28.72
Non-Recurring	\$436.62

Facility rates can be found in the State Special Access Tariff.

2.5 WISCONSIN**Trunk Charge per Trunk:**

<u>Monthly</u>	<u>\$26.29</u>
<u>Non-Recurring</u>	<u>\$737.59</u>

Facility rates can be found in the State Special Access Tariff.

3. AT&T SOUTHWEST REGION 5-STATE CELLULAR E9-1-1:**3.1 ARKANSAS**

Trunk Charge per Trunk:

Monthly \$22.86

Non-Recurring \$312.00

Facility rates can be found in the State Special Access Tariff.

3.2 KANSAS

Trunk Charge per Trunk:

Monthly \$22.86

Non-Recurring \$312.00

Facility rates can be found in the State Special Access Tariff.

3.3 MISSOURI

Trunk Charge per Trunk:

Monthly \$58.00

Non-Recurring \$170.00

Facility rates can be found in the State Special Access Tariff.

3.4 OKLAHOMA

Trunk Charge per Trunk:

Monthly \$33.22

Non-Recurring \$110.00

Facility rates can be found in the State Special Access Tariff.

3.5 TEXAS

Trunk Charge per Trunk:

Monthly \$39.00

Non-Recurring \$165.00

Facility rates can be found in the State Special Access Tariff.

4. AT&T CONNECTICUT CELLULAR/PCS E9-1-1:

Trunk Charge per Trunk:

Monthly	\$14.39

Non-Recurring	\$0.00

Facility rates can be found in the State Special Access Tariff.

ATTACHMENT 3B

CLEC 911

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ATTACHMENT3B CLEC 911

1. INTRODUCTION

- 1.1 This Attachment sets forth terms and conditions by which the applicable AT&T Inc. (AT&T)-owned Incumbent Local Exchange Carrier (ILEC) will provide Sprint CLEC with access to the applicable AT&T-owned ILEC's 911 and E911 Databases and provide interconnection and Call Routing solely for the purpose of Sprint CLEC 911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act. The trunking requirements contained in this Attachment are to be used solely for Sprint CLEC/VoIP 911 call routing.
- 1.2 The Parties acknowledge and agree that **AT&T** can only provide E911 Service in territory where an **AT&T** is the E911 network provider, and then only that E911 service configuration as purchased by the E911 Customer or PSAP. **AT&T's** E911 Selective Routers and E911 Database Management System are by mutual agreement being provided on an "as is" basis.
- 1.3 For CLECs with their own switches, **AT&T** 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. 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**" means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from Sprint CLEC's End Office to the E911 system.
- 2.3 "**Automatic Location Identification**" or "**ALI**" means the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.
- 2.4 "**Automatic Number Identification**" or "**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 to five (3 to 5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End-User. The Company Identifier is maintained by NENA in a nationally accessible database.
- 2.6 "**Database Management System**" or "**DBMS**" means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 systems.
- 2.7 "**E911 Customer**" means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one telephone number, 911.
- 2.8 "**E911 Universal Emergency Number Service**" (also referred to as "**Expanded 911 Service**" or "**Enhanced 911 Service**") or "**E911 Service**" means a telephone exchange communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing.

- 2.9 **“Emergency Services”** means police, fire, ambulance, rescue, and medical services.
- 2.10 **“Emergency Service Number”** or **“ESN”** means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).
- 2.11 **“National Emergency Number Association”** or **“NENA”** means the National Emergency Number Association is a not-for-profit corporation established in 1982 to further the goal of “One Nation-One Number”. NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.
- 2.12 **“Public Safety Answering Point”** or **“PSAP”** means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 2.13 **“Selective Routing”** and **“Selective Router”** means the routing and equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

3. **AT&T RESPONSIBILITIES**

- 3.1 **AT&T** shall provide and maintain such equipment at the 911 Selective Router and the DBMS as is necessary to provide Sprint CLEC E911 Emergency Services at parity with that of **AT&T** retail end users. **AT&T** shall provide Sprint CLEC access to the **AT&T** 911 System as described in this section.
- 3.2 Call Routing
 - 3.2.1 **AT&T** will route 911 calls from the **AT&T** Selective Router to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.
 - 3.2.2 **AT&T** will forward the calling party number (ANI) it receives from Sprint CLEC and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by Sprint CLEC, **AT&T** will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by the Sprint CLEC, but no ALI record is found in the E911 DBMS, **AT&T** will report this “No Record Found” condition to Sprint CLEC in accordance with NENA standards.
- 3.3 Facilities and Trunking
 - 3.3.1 **AT&T** shall provide and maintain sufficient dedicated E911 trunks from **AT&T**’s Selective Router 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** will provide facilities to interconnect Sprint CLEC to the **AT&T** Selective Router, as specified in the applicable **AT&T** Special Access tariff. Additionally, when diverse facilities are requested by Sprint CLEC, **AT&T** will provide such diversity where technically feasible, at standard **AT&T** Special Access Tariff rates.

3.4 Database

- 3.4.1 Where **AT&T** manages the E911 Database, **AT&T** shall provide Sprint CLEC access to the E911 Database to store Sprint CLEC's End User 911 Records [that is, the name, address, and associated telephone number(s) for each of Sprint CLEC's End Users. Sprint CLEC or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.
- 3.4.2 Where **AT&T** manages the E911 Database, **AT&T** shall coordinate access to the **AT&T** DBMS for the initial loading and updating of Sprint CLEC End User 911 Records.
- 3.4.3 Where **AT&T** manages the E911 Database, **AT&T'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. SPRINT CLEC RESPONSIBILITIES

4.1 Call Routing (for CLECs with their own switches)

- 4.1.1 Sprint CLEC will transport 911 calls from each point of interconnection (POI) to the **AT&T** Selective Router location.
- 4.1.2 Sprint CLEC will forward the ANI information of the party calling 911 to the **AT&T** 911 Selective Router.

4.2 Facilities and Trunking (for CLECs with their own switches)

- 4.2.1 Sprint CLEC shall provide interconnection with each **AT&T** 911 Selective Router that serves the exchange areas in which Sprint CLEC is authorized to and will provide telephone exchange service.
- 4.2.2 Sprint CLEC acknowledges that its End Users in a single local calling scope may be served by different Selective Routers and Sprint CLEC shall be responsible for providing interconnection facilities to route 911 calls from its End Users to the proper E911 Selective Router.
- 4.2.3 Sprint CLEC shall provide a minimum of two (2) one-way outgoing E911 trunk(s) dedicated for originating 911 emergency service calls from the point of interconnection (POI) to interconnect to each **AT&T** 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable E911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.
 - 4.2.3.1 Sprint CLEC is responsible for providing a separate E911 trunk group for each county or other geographic area that Sprint 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. In addition, 911 traffic originating in one (1) NPA (area code) must be transmitted over a separate 911 trunk group from 911 traffic originating in any other NPA (area code) 911.
- 4.2.4 Sprint CLEC shall maintain facility transport capacity sufficient to route 911 traffic over trunks dedicated for 911 interconnection between the Sprint CLEC switch and the **AT&T** Selective Router.
- 4.2.5 Sprint CLEC shall provide sufficient trunking to route Sprint CLEC's originating 911 calls to the designated **AT&T** 911 Selective Router.

- 4.2.6 A diverse (i.e. separate) 911 Trunk is recommended and may be required by the E911 Customer. If required by the E911 Customer, diverse 911 Trunks shall be ordered in the same fashion as the primary 911 Trunks. Sprint CLEC is responsible for initiating trunking and facility orders for diverse routes for 911 interconnection.
 - 4.2.7 Sprint CLEC is responsible for determining the proper quantity of trunks and transport facilities from its switch(es) to interconnect with the **AT&T** 911 Selective Router.
 - 4.2.8 Sprint CLEC shall engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the “busy day/busy hour” criteria or, if higher, at such other minimum grade of service as required by Applicable Law.
 - 4.2.9 Sprint CLEC shall monitor its 911 trunks for the purpose of determining originating network traffic volumes. If Sprint CLEC's traffic study indicates that additional 911 trunks are needed to meet the current level of 911 call volumes, Sprint CLEC shall provision additional 911 trunks for interconnection with **AT&T**.
 - 4.2.10 Sprint CLEC is responsible for the isolation, coordination and restoration of all 911 facility and trunking maintenance problems from Sprint CLEC's demarcation (for example, collocation) to the **AT&T** 911 Selective Router(s). Sprint CLEC is responsible for advising **AT&T** of the 911 trunk identification and the fact that the trunks are dedicated for 911 traffic when notifying **AT&T** of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. **AT&T** will refer network trouble to Sprint CLEC if no defect is found in **AT&T**'s 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.
- 4.3 Database (applicable to all CLECs)
- 4.3.1 Once the 911 interconnection between Sprint CLEC and all appropriate **AT&T** Selective Router(s) has been established and tested, Sprint CLEC or its representatives shall be responsible for providing Sprint CLEC's End User 911 Records to **AT&T** for inclusion in **AT&T**'s DBMS on a timely basis.
 - 4.3.2 Sprint CLEC or its agent shall provide initial and ongoing updates of Sprint CLEC's End User 911 Records that are MSAG-valid in electronic format based upon established NENA standards.
 - 4.3.3 Sprint CLEC shall adopt use of a Company ID on all Sprint 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 Sprint CLEC is responsible for providing **AT&T** updates to the E911 database; in addition, Sprint CLEC is responsible for correcting any errors that may occur during the entry of their data to the **AT&T** 911 DBMS.

5. RESPONSIBILITIES OF BOTH PARTIES

- 5.1 For CLECs with their own switch(es), both parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating E911 calls from the CLEC's POI to the designated **AT&T** 911 Selective Router(s).
 - 5.1.1 **AT&T** and Sprint CLEC will cooperate to promptly test all trunks and facilities between Sprint CLEC's network and the **AT&T** Selective Router(s). Sprint CLEC agrees that it will not pass live traffic until successful testing is completed by both Parties.
- 5.2 911 Surcharge Remittance to PSAP
 - 5.2.1 For CLECs with their own switch(es), the Parties agree that:

5.2.1.1 **AT&T** 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** 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).

5.2.2 For CLEC Resellers, except where state law requires the ILEC to serve as a clearinghouse between Resellers and PSAPs, the Parties agree that:

5.2.2.1 Sprint CLEC 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.

5.2.2.2 **AT&T** shall include Sprint CLEC 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).

6. 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 state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of **AT&T**'s Commission-ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

7. CONTINGENCY

7.1 The terms and conditions of this Attachment represent a negotiated plan for providing access to 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.

7.2 The Parties agree that the 911 System is 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** and Sprint CLEC. These specifications shall be documented in Exhibit I, Sprint CLEC Serving Area Description and E911 Interconnection Details. Sprint CLEC shall complete its portion of Exhibit I and submit it to **AT&T** not later than forty-five (45) days prior to the passing of live traffic. **AT&T** shall complete its portion of Exhibit I and return Exhibit I to Sprint CLEC not later than thirty (30) days prior to the passing of live traffic.

7.3 Sprint CLEC must obtain documentation of approval of the completed Exhibit I from the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which Sprint CLEC's End Users are located Sprint CLEC shall provide documentation of all requisite approval(s) to **AT&T** prior to use of Sprint CLEC's E911 connection for actual emergency calls.

7.4 Each Party has designated 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 Sprint CLEC into the jurisdiction of additional PSAP(s) or to increase the number of CAMA trunks. Sprint CLEC must obtain approval of each additional Exhibit I, as set forth in Section 7.2, and shall furnish documentation of all requisite approval(s) of each additional Exhibit I in accordance with Section 7.2.

7.5 In **AT&T-2STATE** and **AT&T MIDWEST REGION 5-STATE** the state specific forms shall be submitted in lieu of the Exhibit 1 referenced in Sections 7.1, 7.2 and 7.4 hereof.

8. BASIS OF COMPENSATION

- 8.1 Rates for access to 911 and E911 Databases, interconnection and call routing of E911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act are set forth in **AT&T's** Pricing Schedule or applicable **AT&T** Commission-approved access tariff.

9. LIABILITY

- 9.1 **AT&T's** liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Attachment. **AT&T** shall not be liable to Sprint CLEC, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the 911 System or any errors, interruptions, defects, failures or malfunctions of the 911 System, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after **AT&T** has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from Sprint CLEC until service is restored.
- 9.2 Sprint CLEC's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Attachment. In the event Sprint CLEC provides E911 Service to **AT&T**, Sprint CLEC shall not be liable to **AT&T**, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after Sprint CLEC has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from **AT&T** until service is restored.
- 9.3 Sprint CLEC agrees to release, indemnify, defend and hold harmless **AT&T** from any and all Loss arising out of **AT&T** providing Sprint CLEC access to the 911 System hereunder or out of Sprint CLEC's End Users' use of the 911 System, whether suffered, made, instituted or asserted by Sprint CLEC, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by Sprint CLEC, its End Users or others, unless the act or omission proximately causing the Loss constitutes gross negligence, recklessness or intentional misconduct of **AT&T**.
- 9.4 Sprint CLEC also agrees to release, indemnify, defend and hold harmless **AT&T** from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 System features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 System provided hereunder, unless the act or omission proximately causing the Loss constitutes the gross negligence, recklessness or intentional misconduct of **AT&T**.

**ATTACHMENT 4 -
PHYSICAL COLLOCATION**

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ATTACHMENT PHYSICAL COLLOCATION

1. INTRODUCTION

AT&T-13STATE will provide Physical Collocation arrangements at the rates, terms and conditions to Sprint CLEC set forth below.

1.1 Process

1.1.1 This Attachment provides for the placing of Collocator telecommunications equipment and facilities on AT&T-13STATE property for the purposes set forth in Section 1.3, following.

1.2 Scope

1.2.1 Physical Collocation provides actual space via AT&T-13STATE approved vendor (hereinafter referred to as Dedicated Space) within AT&T-13STATE Eligible Structure as defined in Section 2, Definitions, following. The Collocator will lease the Dedicated Space from AT&T-13STATE and install certain of its own telecommunications equipment within the Dedicated Space that is necessary for the purposes set forth in Section 1.3 following, AT&T-13STATE will provide caged, cageless, and other Physical Collocation arrangements within its Eligible Structures. When space is Legitimately Exhausted inside an Eligible Structure, AT&T-13STATE will permit collocation in Adjacent Structures located on AT&T-13STATE's property in accordance with this Attachment.

1.3 Purpose

1.3.1 Physical Collocation is available to telecommunications carriers for the placement of telecommunications equipment as provided for in this Attachment solely for the purposes of (i) transmitting and routing Telephone Exchange service or Exchange Access pursuant to 47 U.S.C. § 251(c)(2) of the Act and applicable effective FCC regulations and judicial rulings, or (ii) obtaining access to AT&T-13STATE's Unbundled Network Elements (UNEs) pursuant to 47 U.S.C. § 251(c)(3) of the Act including lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. The terms "Telephone Exchange Service", "Exchange Access" and "Network Element" are used as defined in 47 U.S.C. § 153(47), 47 U.S.C. § 153(16), and 47 U.S.C. § 153(29) of the Act, respectively.

1.4 The Parties intend that this Attachment contain the sole and exclusive terms and conditions by which telecommunications carrier will obtain Physical Collocation from AT&T-13STATE pursuant to 47 U.S.C. § 251(c)(6). For the term of the Agreement, AT&T-13STATE will process any order for any 251(c)(6) Physical Collocation submitted by Collocator, as being submitted under this Attachment and, further, will convert any 251(c)(6) Physical Collocation provided under tariff ("Billing Conversions") prior to the effective date of the Agreement, to this Attachment, effective as of the Effective Date of the Agreement. The Billing Conversions shall only involve changes in the applicable pricing, and AT&T-13STATE will not impose any charge(s) to perform such Billing Conversion(s).

1.4.1 Prospective Effect

1.4.1.1 Except as may otherwise be provided within this Attachment, any Billing Conversion made pursuant to Section 1.4 shall be effective on a prospective basis only, including for non-recurring and recurring charges. The rates implemented via this interconnection agreement shall apply to all existing collocation arrangements that were established under the terms and conditions established pursuant to 47 USC 251(c)(6) without the need for a specific request by Sprint CLEC that such new rates be implemented for each such

collocation arrangement. Adoption of a new rate structure shall not by itself require purchaser to incur any new non-recurring collocation area modification or application charges.

- 1.4.1.2 In the event that any order for any 251(c)(6) Physical Collocation submitted by Collocator is pending as of the Effective Date of the Agreement, any non-recurring charges then due and owing or otherwise then contemplated by such pending order shall be assessed in accordance with the rates set forth in the arrangement (e.g., tariff or prior interconnection agreement) under which the order was originally submitted; provided, however, that any recurring charges arising out of such order shall be subject to the rates set forth in this Agreement from the Effective Date forward.
- 1.4.2 The terms and conditions expressly set forth in this Attachment shall control in the event of an irreconcilable conflict with the Collocation Services Handbook, AT&T-13STATE's standards and requirements for equipment and facility installations, AT&T CLEC Online website, or AT&T-13STATE's TP76300MP.

2. DEFINITIONS

- 2.1 **Act** - "Act" means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.
- 2.2 **Active Collocation Space** - Denotes the space within an Eligible Structure that has sufficient telecommunications infrastructure systems, including power that can be designated for Physical Collocation. Space within CEVs, huts and cabinets and similar Eligible Structures that can be designated for Physical Collocation is considered to be Active Collocation Space.
- 2.3 **Adjacent Off-site Arrangement** - Where Physical Collocation space within AT&T-13STATE Eligible Structure is Legitimately Exhausted, and the Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option and AT&T-13STATE shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of AT&T-13STATE's Central Office or Eligible Structure.
- 2.4 **Adjacent Structure** - A Collocator-provided structure placed on AT&T-13STATE property (Adjacent On-site) or non-AT&T-13STATE property (Adjacent Off-site) adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible.
- 2.5 **Augment** - A request from a Collocator to add or modify space, equipment, and/or cable to an existing Physical Collocation arrangement.
- 2.6 **Cross Connect** - A service order-generated connection of one or more Collocator's equipment cables using patch cords or jumpers that attach to connecting equipment hardware at the Main Distribution Frame (MDF), Intermediate Distribution Frame (IDF) or Fiber Distribution Frame (FDF).
- 2.7 **Direct Connection** - Sometimes inappropriately called a cross-connect, this is a cable connection between a Collocator's collocated equipment in a Physical or Virtual Collocation arrangement and its own or another Collocator's physically or virtually collocated equipment, located within the Eligible Structure (see Cross Connect, 2.6).
- 2.8 **Custom Work Charge** - Denotes the charge(s) developed solely to meet the construction requirements of the Collocator, (e.g., brighter lighting above the Collocator's cage, circular cage, different style tile within the cage).

- 2.9 **Day** - For purposes of application and/or installation intervals, “day” denotes calendar days unless otherwise specified. However, any time period equal to or less than five (5) days, day denotes business day.
- 2.10 **Delivery Date** - The date on which AT&T-13STATE provides the requested collocation space constructed in accordance with the requesting Carrier’s application, and turns the functional space over to the requesting carrier. The space is functional when AT&T-13STATE has completed all it has to do and is not dependent on when or whether the Collocator has completed its work.
- 2.11 **Dedicated Space** - Denotes the space assigned for the Collocator’s Physical Collocation arrangement located in AT&T-13STATE Eligible Structure.
- 2.12 **Effective Billing Date** - The date AT&T-13STATE completed its work as required by the Collocator’s accurate and complete application and made the Physical Collocation space available to the Collocator, regardless of any failure by the Collocator to complete its work.
- 2.13 **Eligible Structure** - Eligible Structure refers to AT&T-13STATE’s Central Offices and serving wire centers, as well as all buildings or similar structures owned or leased by AT&T-13STATE that house its network facilities, and all structures that house AT&T-13STATE’s facilities on public rights-of-way.
- 2.14 **Extraordinary Charges** - Those costs for requests for construction or maintenance that are beyond what is ordinary, average, usual or normal in degree or measure based upon the terms, conditions, and rates established in this Attachment. Extraordinary costs are one-time expenses AT&T-13STATE incurs to meet the specific request of an individual Collocator and will not typically benefit either other CLECs or AT&T-13STATE as defined in Section 17.
- 2.15 **Inactive Space** - Denotes the space within the central office that can be designated for physical collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other (Inactive) Collocation Space is applicable to space within central offices only; other Eligible Structures such as CEVs, Huts, and Vaults are considered Active Collocation Space.
- 2.16 **Individual Case Basis (ICB)** - AT&T-13STATE may seek to impose Individual Case Basis (ICB) charges for requirements based on requests from a Collocator that are beyond the terms, conditions, and rates established in this Attachment.
- 2.17 **Infrastructure Systems** - Denotes the structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems, power, high efficiency filtration, humidity controls, remote alarms, and smoke purge.
- 2.18 **Installation Supplier** - Suppliers/vendors that are approved to perform central office installation work for AT&T-13STATE and for Collocator in AT&T-13STATE eligible structures in all collocation footprints areas and/or AT&T-13STATE common areas in the technologies and geographical locations for which they are approved by AT&T-13STATE.
- 2.18.1 **AT&T Approved CO Installation Suppliers (Tier 1 Approved Suppliers)** - These suppliers are approved to perform CO installation work for AT&T-13STATE and for Collocators in AT&T-13STATE central offices in all collocation areas and common areas in the technologies and geographical locations for which they are approved by the AT&T-13STATE per the letter codes listed in a table on the Tier 1 list on <https://clec.att.com/clec>.

- 2.18.2 **AT&T Collocation Approved Installation Suppliers (Tier 2 Approved Suppliers)** - These suppliers have been approved to perform collocation installation work for Collocators in all 13 states of the AT&T-13STATE central offices in the Caged Collocation area and in the “footprint of the bay” in the Cageless (Physical) Collocation area. This category of approval does not include access to common areas, installation of cabling outside of the cage or footprint, virtual collocation areas, the MDF or the BDFB power distribution areas.
- 2.19 **Interconnector’s Guide for Collocation (Collocation Handbook)** - or like document is a publication provided to Collocators that provides information on how to order collocation arrangements and the processes and requirements for collocation in the AT&T-13STATE’s, which is located on the AT&T-13STATE CLEC Online Website (<https://clec.att.com/clec>), as amended from time to time.
- 2.20 **Legitimately Exhausted** - Denotes when all space in a Central Office (CO) or other Eligible Structure that can be used to locate telecommunications equipment via physical collocation is completely occupied.
- 2.21 **Main Distribution Frame** - The termination point in the Eligible Structure between cables from the outside, tied down on one side of the frame, and internal lines, tied down on the other side of the frame.
- 2.22 **Non-Standard Collocation Request (NSCR)** - AT&T-13STATE may seek to impose non-standard charges for requirements based on requests from a Collocator that are beyond the terms, conditions, and rates established in this Attachment.
- 2.23 **Preparation Charges** - Denotes those charges associated with the initial preparation of the Collocator’s Dedicated Space.
- 2.24 **Remote Terminals** - Controlled Environmental Vaults (CEV), Huts, Remote Terminals and Cabinets and other AT&T owned or controlled premises where collocation is practical and technically feasible, e.g. where heat dissipation is not severely limited or there is sufficient space for Collocator’s equipment.
- 2.25 **Technical Publications** - documents for installation requirements, can include network equipment, power, grounding, environmental, and physical design requirements. These documents can be referenced via <https://clec.att.com/clec>.
- 2.26 **Technically Feasible** - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. Technical impediment shall be determined consistent with the definition of technically feasible in 47 CFR Section 51.5 to the extent that definition may be effective at the time of such determination. A rebuttable presumption that a collocation arrangement is technically feasible shall arise if the arrangement has been deployed by any incumbent local exchange carrier in the country.
- 2.27 **Telecommunications Infrastructure Space** - Denotes the square footage or linear footage of space, including common areas, used to house telecommunications infrastructure equipment necessary to support collocation space used for interconnection with or access to UNEs of AT&T-13STATE’s network.
- 2.28 **Unused Space** - Any space (i) existing in AT&T-13STATE’s Eligible Structures at the time of a collocation request, (ii) that is not subject to a valid space reservation by AT&T-13STATE’s or any third party, (iii) that is not occupied by AT&T-13STATE’s, its affiliates’, or third party’s equipment, and is not needed for access to, or egress from, work areas (iv) that is not being used by AT&T-13STATE’s or its affiliates for administrative or other functions and (v) on or in which the placement of any equipment or network facilities (AT&T-13STATE’s or Requesting Collocator’s) would not violate

any local or state law, rule or ordinance (e.g., fire, OSHA, or zoning) or technical standards (performance or safety) or would void AT&T-13STATE's warranty on proximate.

3. GENERAL

3.1 Certification

3.1.1 The Collocator requesting Physical Collocation is responsible for obtaining any necessary certifications or approvals from the state utility commission prior to provisioning of telecommunications service by using the Physical Collocation space. AT&T-13STATE shall not refuse to process an application for collocation space and shall not refuse to provision the collocation space submitted by a telecommunications carrier while that telecommunications carrier's state certification is pending or prior to a final approved interconnection agreement.

3.2 The rates and charges in this Attachment are applicable only for Physical Collocation arrangements in Eligible Structures as defined in Section 2 of this Attachment. AT&T-13STATE allocates the charges for space preparation and security charges on a prorated basis so the first Collocator in a premises will not be responsible for the entire cost of site preparation. However, ancillary charges for unique Collocator requests for collocation options directly attributable to the requesting Collocator will not be prorated. Examples include power arrangements and POT bay-related options.

3.3 Hazardous Waste and Materials

3.3.1 The Collocator and its vendors shall adhere to all federal, state and local regulations regarding hazardous material/waste. In addition, the telecommunications carrier's Installation Supplier shall adhere to all AT&T-13STATE requirements. The Installation Supplier shall coordinate with the AT&T-13STATE representative before any activity relating to hazardous material/waste is started. Refer to the Interconnector's Guide for Collocation Products and Services Handbook Appendix B, may be accessed via <https://clec.att.com/clec>.

3.4 Safety

3.4.1 The Collocator shall be entirely responsible for the safety and instruction of its employees or representatives. The Collocator shall take precautions to avoid harm to personnel, equipment, and building (e.g., cutting installed threaded rod) of AT&T-13STATE or other telecommunications carriers. The Collocator shall immediately report to the AT&T-13STATE representative any accident, outside agency inspection or hazardous condition, such as any accident or injury that occurs to employees or subcontractors of the Collocator while on AT&T-13STATE premises or any OSHA inspection or citations issued to the Collocator while on AT&T-13STATE premises. (Refer to Interconnector's Guide for Collocation for further details).

3.5 Parking at Eligible Structures will be provided on a first-come, first-served basis if there is no commercial parking or curbside parking available within a reasonable radius of the Eligible Structure. AT&T-13STATE will rent parking spaces to Collocator on a first-come, first-served basis if such space is available. Collocator may not park in spaces that are reserved for AT&T-13STATE vehicles and which are designated as reserved. AT&T-13STATE shall not unreasonably reserve for its own use all parking at the Eligible Structure.

3.6 Collocator shall be allowed to have reasonable use of and access to loading docks. Collocator and AT&T-13STATE are required to follow all posted traffic and AT&T-13STATE signs and follow all applicable parking and traffic laws and ordinances.

3.7 Collocator's Equipment and Facilities

- 3.7.1 The Collocator is solely responsible for the design, engineering, testing, performance and maintenance of the telecommunications equipment and facilities used in the Dedicated Space. The Collocator will be responsible for servicing, supplying, repairing, installing and maintaining the following within the Dedicated Space or optional Point of Termination (POT) frame located in the common area:
 - 3.7.1.1 its fiber optic cable(s) or other permitted transmission media as specified in Section 9.1;
 - 3.7.1.2 its equipment;
 - 3.7.1.3 required point of termination cross connects in the Dedicated Space or the optional POT Frame/Cabinet located in the Common Area;
 - 3.7.1.4 POT frame maintenance, including replacement power fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within the Dedicated Space or in the optional POT Frame/Cabinet located in the Common Area and accessible by the Collocator and only if and as required; and
 - 3.7.1.5 the connection cable and associated equipment which may be required within the Dedicated Space(s) or in the optional POT Frame/Cabinet located in the Common Area to the point(s) of termination.
- 3.7.2 AT&T-13STATE neither accepts nor assumes any responsibility whatsoever in any of the areas so designated in this Section.
- 3.8 Americans with Disability Act (ADA)
 - 3.8.1 The rates and charges in this Attachment do not include costs for any Americans with Disability Act (ADA) construction generated or caused by the Physical Collocation space request. If required, ADA construction will be provided on an ICB.
 - 3.8.2 If AT&T-13STATE is required to upgrade an Eligible Structure, or portion of the structure to comply with the Americans with Disability Act (ADA) which arises as a direct result of Collocator's collocation arrangement, AT&T-13STATE will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each Collocator located within the Eligible Structure, based on the total space utilized by each Collocator.
 - 3.8.3 Should AT&T-13STATE benefit in any way from the ADA upgrades, it shall absorb half of the cost when there is one benefiting Collocator, one-third when there are two (2), and so on.
 - 3.8.4 Should AT&T-13STATE be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not a Collocator was collocated in the CO), AT&T-13STATE shall absorb all of the costs related to such an upgrade.
- 3.9 The rates and charges set forth herein are for Physical Collocation arrangements, while charges for interconnection and access to UNEs are as set forth in the respective sections of this Attachment.

4. LIMITATION OF LIABILITY

- 4.1 Limitation of Liability - Except as otherwise provided herein, Limitation of Liability will be governed by the General Terms and Conditions of this Agreement.
 - 4.1.1 With respect to any claim or suit for damages arising in connection with the mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring either in the course of furnishing service pursuant to the Agreement, the liability of either AT&T-13STATE or the Collocator, if any, shall not exceed an amount equivalent to the proportionate monthly charge to the Collocator for the period during which such mistake,

omission, interruption, delay, error, or defect in transmission or service occurs and continues.

- 4.1.2 Both AT&T-13STATE and the Collocator shall be indemnified and held harmless by the other against claims and damages by any Third Party arising from provision of the other ones' services or equipment, except those claims and damages directly associated with the provision of services to each other which are governed by the provisioning Party's applicable agreements.

4.2 Third Parties

- 4.2.1 AT&T-13STATE is required by law to provide space in and access to its Eligible Structures to certain other persons or entities ("Others"), which may include competitors of the Collocator; that such space may be close to the Dedicated Space, possibly including space adjacent to the Dedicated Space and with access to the outside of the Dedicated Space within the collocation area; and that if caged, the cage around the Dedicated Space is a permeable boundary that will not prevent the Others from observing or even damaging the Collocator's equipment and facilities.

- 4.2.2 In addition to any other applicable limitation, neither AT&T-13STATE nor the Collocator shall have any liability with respect to any act or omission by any Other, regardless of the degree of culpability of any Other, except in instances involving gross negligence or willful actions by either AT&T-13STATE or the Collocator or its agents or employees.

4.3 Force Majeure Events shall be governed by the General Terms and Conditions of this Agreement.

4.4 Insurance

- 4.4.1 A certificate of insurance stating the types of insurance and policy limits provided the Collocator must be received prior to commencement of any work. The insurance provisions and requirements are reciprocal to AT&T-13STATE as well. If a certificate is not received, AT&T-13STATE will notify the Collocator, and the Collocator will have five (5) business days to cure the deficiency. If the Collocator does not cure the deficiency within five (5) business days, Collocator hereby authorizes AT&T-13STATE, and AT&T-13STATE may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. AT&T-13STATE will invoice Collocator for the costs incurred to so acquire insurance but only for the period of non-compliance. An invoice by AT&T-13STATE to the Collocator will invoice all costs to obtain insurance through the point in time when the Collocator's certificate of coverage is received. If AT&T-13STATE has paid insurance on behalf of the Collocator for any time period in advance of the point where AT&T-13STATE receives Collocator's insurance certificate, then the Collocator will be required to reimburse AT&T-13STATE for that future time period unless the insurance carrier reimburses AT&T-13STATE for that future time period.

- 4.4.2 The Collocator shall also require all contractors who may enter the Eligible Structure to maintain the same insurance requirements listed above.

- 4.4.3 Sprint CLEC shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 8 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a BEST Insurance Rating of A-:VII (A-:seven).

- 4.4.4 Sprint CLEC shall maintain the following specific coverage:

- 4.4.4.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00)

or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). AT&T shall be named as an ADDITIONAL INSURED on ALL applicable policies as specified herein.

- 4.4.4.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 4.4.4.3 Sprint CLEC may elect to purchase business interruption and contingent business interruption insurance, having been advised that AT&T assumes no liability for loss of profit or revenues should an interruption of service occur.
- 4.4.5 All policies purchased by Sprint CLEC shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by AT&T. All insurance must be in effect on or before the date equipment is delivered to the Premises and shall remain in effect for the term of this Attachment or until all of Sprint CLEC's property has been removed from the Premises, whichever period is longer. If Sprint CLEC fails to maintain required coverage, AT&T may pay the premiums thereon and seek reimbursement of same from Sprint CLEC but only for the period of non-compliance. An invoice by AT&T-13STATE to the Collocator will invoice all costs to obtain insurance through the point in time when the Collocator's certificate of coverage is received. If AT&T-13STATE has paid insurance on behalf of the Collocator for any time period in advance of the point where AT&T-13STATE receives Collocator's insurance certificate, then the Collocator will be required to reimburse AT&T-13STATE for that future time period unless the insurance carrier reimburses AT&T-13STATE for that future time period.
- 4.4.6 Sprint CLEC shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Sprint CLEC shall arrange for AT&T to receive thirty (30) days advance notice of cancellation from Sprint CLEC's insurance company. Sprint CLEC shall forward a certificate of insurance and notice of cancellation to AT&T at the following address:
- AT&T Collocation Service Center
1410 E. Renner Road
Richardson, TX 75082
- 4.4.8 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.
- 4.5 Self-Insured
- 4.5.1 Self-insurance in lieu of the insurance requirements listed preceding shall be permitted if the Collocator 1) has a tangible net worth of fifty (50) million dollars or greater, and 2) files a financial statement annually with the Securities and Exchange Commission and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet. The ability to self-insure shall continue so long as the Collocator meets all of the requirements of this Section. If the Collocator subsequently no longer satisfies this Section 4.5.1, Coverage Requirements, shall immediately apply.

5. INDEMNIFICATION OF AT&T-13STATE

- 5.1 Except as otherwise provided herein, Indemnification is governed by the General Terms and Conditions of this Agreement.
- 5.2 Casualty Loss
 - 5.2.1 Damage to Dedicated Space
 - 5.2.1.1 If the Dedicated Space is damaged by fire or other casualty that is not the result of the Collocator's actions or those of a Third Party as hereinafter described, and (1) the Dedicated Space is not rendered untenable in whole or in part, AT&T-13STATE shall repair the same at its expense (as hereafter limited) and the monthly charge shall not be abated, or (2) the Dedicated Space is rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) business days, AT&T-13STATE has the option to repair the Dedicated Space at its expense (as hereafter limited) and the monthly charges shall be proportionately abated while the Collocator was deprived of the use. If the Dedicated Space cannot be repaired within ninety (90) business days, or AT&T-13STATE opts not to rebuild, then AT&T-13STATE shall notify the Collocator within thirty (30) business days following such occurrence that the Collocator's use of the Dedicated Space will terminate as of the date of such damage. Upon the Collocator's election, AT&T-13STATE must provide to the Collocator, a comparable substitute collocation arrangement at another mutually agreeable location at the applicable non-recurring charges for that arrangement and location.
 - 5.2.1.2 Any obligation on the part of AT&T-13STATE to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as prepared for the Collocator by AT&T-13STATE.
 - 5.2.2 Damage to Eligible Structure
 - 5.2.2.1 In the event that the Eligible Structure in which the Dedicated Space is located shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall, in AT&T-13STATE's opinion be advisable, then, notwithstanding that the Dedicated Space may be unaffected thereby, AT&T-13STATE, at its option, may terminate services provided via this Attachment by giving the Collocator ten (10) business days prior written notice within thirty (30) business days following the date of such occurrence, if at all possible.

6. SECURITY

- 6.1 AT&T-13STATE may impose the following reasonable security measures on Collocator to assist in protecting its network and equipment from harm. AT&T-13STATE may impose security arrangements as stringent as the security arrangements AT&T-13STATE maintains at its own Eligible Structures either for its own employees or for authorized contractors. To the extent security arrangements are more stringent for one group than the other, AT&T-13STATE may impose the more stringent requirements. Stated differently, the incumbent will not impose discriminatory security requirements that result in increased collocation costs without the concomitant benefit of providing necessary protection of the incumbent's equipment. AT&T-13STATE will not use any information collected in the course of implementing or operating security arrangements for any marketing or other purpose in aid of competing with Collocator.
- 6.1.1 Collocator will conduct background checks of its personnel and technicians who will have access to the collocation space. Such background checks will include but are not to be limited to criminal background checks for offenses involving theft or damage to property, and a check of FBI listings of known or suspected terrorists.

- 6.1.1.1 Collocator technicians will be security-qualified by the Collocator and will be required to be knowledgeable of AT&T-13STATE security standards. Collocator personnel and technicians will undergo the same level of security training or its equivalent that AT&T-13STATE's own employees and authorized contractors must undergo. AT&T-13STATE will not, however, require Collocator to receive security training from AT&T-13STATE, but will provide information to Collocator on the specific type of training required.
- 6.1.1.2 Collocator can then provide its employees with its own security training. Qualification program and security training details shall be included in AT&T-13STATE's Technical Publications via <https://clec.att.com/clec>.
- 6.1.1.3 Collocator and AT&T-13STATE will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other property of AT&T-13STATE for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the Collocator or AT&T-13STATE in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the Collocator or AT&T-13STATE in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other AT&T-13STATE property:
- 6.1.1.3.1 Theft or destruction of AT&T-13STATE's or Collocator's property;
 - 6.1.1.3.2 Use/sale or attempted use/sale of alcohol or illegal drugs on AT&T-13STATE property;
 - 6.1.1.3.3 Threats or violent acts against other persons on AT&T-13STATE property;
 - 6.1.1.3.4 Knowing violations of any local, state or federal law on AT&T-13STATE property;
 - 6.1.1.3.5 Permitting unauthorized persons access to AT&T-13STATE or Collocator's equipment on AT&T-13STATE property; and
 - 6.1.1.3.6 Carrying a weapon on AT&T-13STATE property.
- In addition, Collocator and AT&T-13STATE will take appropriate disciplinary steps as determined by each Party to address any violations reported by AT&T-13STATE or the Collocator of AT&T-13STATE's policies and practices on security, safety, network reliability, and business conduct as defined in AT&T-13STATE's Interconnector's Collocation Services Handbook <https://clec.att.com/clec> for Physical Collocation in AT&T-13STATE, provided the Handbook and any and all updates to it are timely provided to Collocator at no charge.
- 6.1.1.4 Collocator will provide indemnification as set forth in Section 5 of this Attachment and insurance as set forth in Section 4.4 of this Attachment to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by AT&T-13STATE-authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to AT&T-13STATE as well.
- 6.1.1.5 AT&T-13STATE may use reasonable security measures to protect its equipment. In the event AT&T-13STATE elects to erect an interior security partition in a given Eligible Structure to separate its equipment, AT&T-13STATE may recover the costs of the partition in lieu of the costs of other reasonable security measures if the partition costs are lower than the costs of any other reasonable security measure for such Eligible Structure. In no event shall a Collocator be required to pay for both an interior security partition to separate AT&T-13STATE's equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure.
- 6.1.1.5.1 AT&T-13STATE's construction of an interior security partition around its own equipment shall not interfere with a telecommunications carrier's access to its equipment, including equipment collocated directly adjacent to AT&T-13STATE's equipment.

AT&T-13STATE's construction of an interior security partition around its own equipment shall not impede a telecommunications carrier's ability to collocate within AT&T-13STATE's space. To the extent that AT&T-13STATE is required to install additional security measures within its interior security partition because a telecommunications carrier has access to its own equipment within the area, such security measures shall be constructed and maintained at AT&T-13STATE's expense.

- 6.1.1.5.2 AT&T-13STATE's enclosure of its own equipment will not be a basis for a claim that space is Legitimately Exhausted, nor will it be a basis for a claim that Active Collocation Space is exhausted.
- 6.1.1.5.3 AT&T-13STATE's enclosure of its own equipment will not unreasonably increase a telecommunications carrier's cost nor shall it result in duplicative security costs. The cost of an interior security partition around AT&T-13STATE's equipment cannot include any embedded costs of any other security measures for the Eligible Structure.
- 6.1.1.5.4 If AT&T-13STATE chooses to enclose its own equipment, AT&T-13STATE will be entitled to recover the cost of the cage only to the extent that the price of such construction is lower than that of other reasonable security measures.
- 6.1.1.5.5 AT&T-13STATE has the burden to demonstrate that the cost of security measures alternative to its partitioning of its own equipment is higher than the cost of enclosing its own equipment. If AT&T-13STATE cannot prove that other reasonable security methods cost more than an interior security partition around AT&T-13STATE's equipment, AT&T-13STATE cannot elect to erect an interior security partition in a given Eligible Structure to separate its equipment and then recover the cost from Collocators.
- 6.1.1.5.6 If AT&T-13STATE elects to erect an interior security partition and recover the cost, it must demonstrate to the Collocator that other reasonable security methods cost more than an interior security partition around AT&T-13STATE's equipment at the time the price quote is given.
- 6.1.1.6 Collocator will have access to its physically collocated equipment twenty-four (24) hours a day, seven (7) days a week, without a security escort. AT&T-13STATE will not delay a Collocator's entry into an Eligible Structure or access to its collocated equipment. AT&T-13STATE will provide Collocator with reasonable access to restroom facilities and parking. Collocator will also have reasonable access to Collocator's assigned space during construction.

7. DEDICATED SPACE

- 7.1 Contact Numbers
 - 7.1.1 AT&T-13STATE is responsible for providing the Collocator personnel a contact number for AT&T-13STATE technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week. In addition, for all activities requiring verbal and written notification per this Attachment, the Parties will provide the contact numbers included in the application process. Notwithstanding the requirements for contact numbers, the Collocator will have access to its collocated equipment in the Eligible Structure twenty-four (24) hours a day, seven (7) days a week and AT&T-13STATE will not delay a Collocator's entry into an Eligible Structure.
 - 7.1.2 The Collocator is responsible for providing to AT&T-13STATE personnel a contact number for Collocator technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week AT&T-13STATE. In addition, for all activities requiring verbal and written notification per this Attachment, the Parties will provide the contact numbers included in the application process.

7.2 Right-to-Use; Multiple Dedicated Spaces

7.2.1 In accordance with this Attachment, AT&T-13STATE grants to the Collocator the right to use a Dedicated Space. Each Dedicated Space within an Eligible Structure will be considered a single Dedicated Space for the application of rates according to this Attachment.

7.3 Trouble Status Reports

7.3.1 AT&T-13STATE and the Collocator are responsible for making best efforts to provide prompt verbal notification to each other of significant outages or operations problems which could impact or degrade AT&T-13STATE or the Collocator's network, switches or services, with an estimated clearing time to restore service. In addition, AT&T-13STATE and the Collocator will provide written notification within twenty-four (24) hours to each other. When trouble has been identified, AT&T-13STATE or the Collocator is responsible for providing trouble status reports, consistent with this Attachment, when requested by AT&T-13STATE or the Collocator.

7.4 Service Coordination

7.4.1 AT&T-13STATE is responsible for coordinating with the Collocator to ensure that services are installed in accordance with the service request.

7.5 Active/Inactive Space Determination

7.5.1 In its notification regarding whether its request for collocation has been granted or denied AT&T-13STATE shall inform the Collocator if the space available for the requested collocation space will be Active Collocation or Inactive Space, as those terms are defined in Section 2 of this Attachment. If the Collocator's space is placed in Inactive Space, then the notification shall also include rationale for placing the requested space in such category, including all power, switching, and other factors used in making the determination.

7.5.2 In the event that the Collocator disputes the AT&T-13STATE placement of the space into Inactive Space, then the Collocator may request a tour of the Eligible Structure to verify the Active/Inactive space availability. AT&T-13STATE will provide all relevant documentation to the Collocator agent supporting its placement of Collocator's requested collocation arrangement in Inactive Space, subject to executing a non-disclosure agreement at the time of the inspection tour. The request shall be submitted to the AT&T-13STATE-designated representative in writing within five (5) business days of notification to Collocator. If the Collocator fails to submit the written request within the eligible time frame, the option for an inspection tour is forfeited. The inspection tour will be scheduled within three (3) business days of receipt of the request for a tour. Any requested tour shall be scheduled to take place no later than seven (7) business days following the request for the inspection tour. At the Collocator's request, the request for inspection tour for determination of Active/Inactive space may be conducted concurrently with a tour involving space availability disputes, as provided in this Attachment, thereby modifying the time frame requirements in this paragraph.

7.5.3 The AT&T-13STATE representative will escort one (1) Collocator agent on the inspection tour. If the Collocator agent believes, based on the inspection tour of the Eligible Structure that the placement of the collocation space in Inactive Space is unsupportable, the Collocator agent shall promptly advise AT&T-13STATE orally and in writing within five (5) business days of the completion of the inspection tour. The Collocator may dispute the AT&T-13STATE findings through the Dispute Resolution Process outlined herein, and the burden of proof shall be on AT&T-13STATE to justify the basis for placement of the Collocator's space in Inactive Space. If the Collocator fails

to submit the written request within the eligible time frame, it will be assumed that no dispute exists.

7.6 Types of Available Physical Collocation Arrangements

7.6.1 AT&T-13STATE will make each of the arrangements outlined below available within its Eligible Structures in accordance with this Attachment so that Collocator will have a variety of collocation options from which to choose:

7.6.1.1 Caged Physical Collocation - The Caged Collocation option provides the Collocator with an individual enclosure (not including a top). This enclosure is an area designated by AT&T-13STATE within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment for the purpose of interconnection and access to UNEs. Accordingly, AT&T-13STATE will not provide Collocator's personnel or agents with direct access to AT&T-13STATE's Main Distribution Frame (MDF), with the exception of the AT&T-13STATE's Approved Vendor.

7.6.1.2 AT&T-13STATE will provide floor space, floor space site conditioning, cage common systems materials, cage preparation, and safety and security charges in increments of one (1) square foot. For this reason, Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., fifty (50) square feet of caged space) and will ensure that the first Collocator in a AT&T-13STATE premises will not be responsible for the entire cost of site preparation and security.

7.6.1.2.1 The Collocator must comply with all methods, procedures and guidelines followed by AT&T-13STATE in constructing such an arrangement. The Collocator may provide a cage enclosure (which shall not include a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. In addition, terms and conditions for contractors performing cage construction activities as set forth in Section 21 following will apply. If the Collocator elects to install or requests that AT&T-13STATE provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage.

7.6.1.3 Caged Shared Collocation - AT&T-13STATE will provide Caged Shared Collocation as set forth in Section 11 following, "Use by Other Local Service Providers". Two (2) or more Collocators may initially apply at the same time to share a Caged Collocation space as set forth in Section 11.1 following. Charges to each Collocator will be based upon the percentage of total space utilized by each Collocator. Accordingly, AT&T-13STATE will not provide Collocator's personnel or agents with direct access to AT&T-13STATE's Main Distribution Frame (MDF), with the exception of the AT&T-13STATE's Approved Vendor.

7.6.1.4 Cageless Collocation - AT&T-13STATE will provide Cageless Collocation in any collocation space that is supported by the existing telecommunications infrastructure (Active Collocation Space), or in the event that all such space is exhausted or completely occupied, will provide in any collocation space that requires additional telecommunications infrastructure (Inactive Space), as further defined in Section 2 of this Attachment. Under this arrangement, AT&T-13STATE will provide space in single bay increments, including available space adjacent to or next to AT&T-13STATE's equipment. Collocator will have direct access to its equipment twenty-four (24) hours a day, seven (7) days a week without need for a security escort AT&T-13STATE. AT&T-13STATE will not require Collocator to use an intermediate interconnection arrangement (i.e., POT frame). AT&T-13STATE may take reasonable steps to protect its own equipment as provided in Section 6 of this Attachment. Accordingly, AT&T-13STATE will not provide Collocator's personnel or agents with direct access to AT&T-

13STATE's Main Distribution Frame (MDF), with the exception of the AT&T-13STATE Approved Tier 1 Vendor.

- 7.6.1.5 Adjacent On-Site Space Collocation – Where Physical Collocation space within AT&T-13STATE Eligible Structure is Legitimately Exhausted, as that term is defined in Section 2 of this Attachment, AT&T-13STATE will permit Collocator to physically collocate on AT&T-13STATE's property in adjacent Controlled Environmental Vaults (CEV), Huts, Cabinets, or similar structures that AT&T-13STATE uses to house telecommunication equipment, to the extent technically feasible. AT&T-13STATE and telecommunications carrier will mutually agree on the location of the designated space on AT&T-13STATE premises where the Adjacent Structure will be placed. AT&T-13STATE will not unreasonably withhold agreement as to the site desired by Collocator. Safety and maintenance requirements, zoning and other state and local regulations are all reasonable grounds to withhold agreement as to the site desired by the Collocator. AT&T-13STATE will offer the following increments of power to the Adjacent Structure: AT&T-13STATE will provide a standard offering of one-hundred (100) amps of AC power to the Adjacent Structure when Central Office Switchboard AC capacity exists. AT&T-13STATE will provide DC power within two (2) cable options that allow increments of 2-100 (100A feed and 100B feed) Amp Power Feeds, 2-200 (200A feed and 200B feed) Amp Power Feeds, 2-300 (300A feed and 300B feed) Amp Power Feeds, and 2-400 (400A feed and 400B feed) Amp Power Feeds to the Adjacent Structure from the Central Office Power source. At its option, the Collocator may choose to provide its own AC and DC power to the Adjacent Structure. AT&T-13STATE will provide Physical Collocation services to such Adjacent Structures, subject to the same requirements as other collocation arrangements in this Attachment. AT&T-13STATE shall permit Collocator to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables and telecommunications equipment, in adjacent facilities constructed by either AT&T-13STATE or the Collocator. Accordingly, AT&T-13STATE will not provide Collocator's personnel or agents with direct access to AT&T-13STATE's Main Distribution Frame (MDF), with the exception of the AT&T-13STATE's Approved Tier 1 Vendor.
- 7.6.1.5.1 Collocator shall be responsible for securing all required licenses and permits, the required site preparations and shall further retain responsibility for securing and/or constructing the Adjacent Structure and any building and site maintenance associated with the placement of such Adjacent Structure.
- 7.6.1.5.2 Regeneration is required for collocation in an Adjacent Structure if the cabling distance between the Collocator's POT bay or termination point located in an adjacent structure and AT&T-13STATE's cross-connect bay exceeds American National Standards Institute, Inc. (ANSI) limitations. Regeneration is not required in any other circumstances except where the Collocator specifically requests regeneration. Required regeneration and Collocator-requested regeneration will be provided at the Collocator's expense.
- 7.6.1.6 Adjacent Off-Site Arrangement - Where Physical Collocation space within AT&T-13STATE Eligible Structure is Legitimately Exhausted, and Collocator's Adjacent On-site space is not within fifty feet (50 ft.) of the Eligible Structure's outside perimeter wall, the Collocator has the option and AT&T-13STATE shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible.
- 7.6.1.6.1 The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one (1) standard city block of the AT&T-13STATE Central Office or Eligible Structure.
- 7.6.1.6.2 Such arrangement shall be used for interconnection and access to UNEs.

- 7.6.1.6.3 When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may provide its own facilities to AT&T-13STATE's premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's Agreement.
- 7.6.1.6.4 At the time the Collocator requests this arrangement, the Collocator must provide information as to the location of the Adjacent Off-site facility, the proposed method of interconnection, and the time frame needed to complete provisioning of the arrangement. AT&T-13STATE shall provide a response to Collocator within ten (10) days of receipt of the application, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site Facility will be interconnected with AT&T-13STATE's facilities. AT&T-13STATE shall make best efforts to meet the time intervals requested by Collocator and, if it cannot meet the Collocator's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.
- 7.6.1.7 In the event that interior space in an Eligible Structure becomes available, AT&T-13STATE will provide the option to the Collocator to relocate its equipment from an Adjacent On-site or an Adjacent Off-site Facility into the interior space. In the event the Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Eligible Structure will apply.
- 7.6.1.8 AT&T-13STATE will provide other collocation arrangements that have been demonstrated to be technically feasible. Deployment by any Incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a telecommunications carrier seeking collocation in AT&T-13STATE's Eligible Structures that such an arrangement is technically feasible.
- 7.7 Construction Inspections
- 7.7.1 During the construction of all forms of Physical Collocation space required under this Attachment, Collocator shall be permitted up to four (4) inspections during the construction in an Eligible Structure during normal business hours with a minimum of two (2) hours advance notification. If the construction interval is extended beyond the agreed upon interval, Collocator will be granted two (2) additional visits per thirty (30) day extension. Requests for construction inspections shall be given to the contact number as specified in this Attachment.
- 7.7.2 Collocator may request that one (1) of its four (4) construction visits take place as an initial walk through and inspection. Within twenty (20) calendar days or mutually agreed upon time, from AT&T-13STATE's receipt of the confirmatory response in writing for an initial collocation arrangement to continue construction on the Physical Collocation job requested along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application), Network Sales Support and/or appropriate departments will schedule a walk through visit with the telecommunications carrier and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.
- 7.8 Construction Notification
- 7.8.1 AT&T-13STATE will notify the Collocator prior to the scheduled start dates of all major construction activities (including power additions or modifications) in the general area of the Collocator's Dedicated Space with potential to disrupt the Collocator's services. AT&T-13STATE will provide such notification to the Collocator at least twenty (20) business days before the scheduled start date of such major construction activity. AT&T-13STATE will inform the Collocator as soon as practicable by

telephone of all emergency-related activities that AT&T-13STATE or its subcontractors are performing in the general area of the Collocator's Dedicated Space, or in the general area of the AC and DC power plants which support the Collocator's equipment. If possible, notification of any emergency-related activity will be made immediately prior to the start of the activity so that the Collocator may take reasonable actions necessary to protect the Collocator's Dedicated Space.

8. ORDERING, PROVISIONING AND BILLING

8.1 Space Availability Report

8.1.1 So that it may make informed decisions regarding in which AT&T-13STATE eligible structures it wishes to collocate, a Telecommunications Carrier may request a Space Availability report prior to its application for Collocation Space within AT&T-13STATE's eligible structures. The report is available on CLEC Online. Fees for such report are as shown in Collocation Rate Summary.

8.1.2 AT&T-13STATE will submit to a requesting Telecommunications Carrier a report indicating AT&T-13STATE's available collocation space in a particular AT&T-13STATE Eligible Structure upon request AT&T-13STATE. This report will specify the amount of collocation space available at each requested Eligible Structure, the number of Collocators, and any modifications in the use of the space since the last report. The report will also include measures that AT&T-13STATE is taking to make additional space available for collocation. The intervals for delivering the reports are as follows:

Number of Report Requests By One Collocator	Report Delivery Interval
1 - 5	10 Calendar Days
6 - 10	15 Calendar Days
11 - 15	20 Calendar Days
16 – 20	25 Calendar Days

8.1.3 Should the Collocator submit twenty-one (21) or more report requests within five (5) business days, the report delivery interval will be increased by five (5) business days for every five (5) additional report requests or fraction thereof.

8.1.4 Space Unavailability Determination and Resolution

8.1.4.1 AT&T-13STATE shall notify the Collocator in writing as to whether its request for Physical Collocation has been granted or denied within ten (10) calendar days of submission of the completed application. If AT&T needs more time to continue analyzing certain aspects of the request, AT&T-13STATE's 10 calendar day notice shall be limited to addressing whether or not AT&T has the requested, or designated alternative, amount of appropriate collocation space.

8.1.4.2 In responding to an application request if space is not available, AT&T-13STATE will notify the Collocator that its application for Dedicated Space is denied due to the lack of space within ten (10) calendar days of AT&T-13STATE's receipt of a completed application.

8.1.4.3 The notification will include a possible future space relief date, if applicable. At that time, any non-recurring charges collected with the application, including the Planning Fee, will be returned to the Collocator.

8.1.4.4 AT&T-13STATE will file a notice that the Collocator's request was denied with the state Commission as appropriate. In the event of a denial, AT&T-13STATE will concurrently submit to both the appropriate Commission and the Collocator, in support of its denial, provided under seal and subject to proprietary protections: Central Office

common language identifier, where applicable, the identity of the requesting Collocator, including amount of space requested by the Collocator, the total amount of space at the premises, floor plan documentation as provided for in the Space Availability Determination section of the Interconnector's Collocation Services Handbook <https://clec.att.com/clec>, identification of switch turnaround plans and other equipment removal plans and timelines, if any, Central Office rearrangement/expansion plans, if any, and description of other plans, if any, that may relieve space exhaustion.

- 8.1.4.5 In the event AT&T-13STATE denies a Collocator's request and the Collocator disputes the denial, the Collocator may request a tour of the Eligible Structure to verify space availability or the lack thereof. The request shall be submitted to AT&T-13STATE's designated representative in writing. The inspection tour shall be scheduled within five (5) business days of receipt of the written request for a tour and the tour shall be conducted within ten (10) calendar days of the request or some other mutually agreed on date.
- 8.1.4.6 Prior to the inspection tour, a "Reciprocal Non-disclosure Agreement" shall be signed by the designated AT&T-13STATE representative and the designated agent for the Collocator, who will participate in the tour.
- 8.1.4.7 AT&T-13STATE will provide all relevant documentation to the Collocator agent including blueprints and plans for future facility expansions or enhancements, subject to executing the non-disclosure agreement. AT&T-13STATE's representative will accompany and supervise the Collocator agent on the inspection tour.
- 8.1.4.8 If the Collocator agent believes, based on the inspection tour of the Eligible Structure facilities, that the denial of Physical Collocation space is insupportable, the Collocator agent shall promptly so advise AT&T-13STATE. The Collocator and AT&T-13STATE shall then each concurrently prepare a report detailing its own findings of the inspection tour. The Collocator and AT&T-13STATE reports shall be concurrently served on each other and submitted to the appropriate Commission no later than forty-five (45) calendar days following the filing of the request for space. The burden of proof shall be on AT&T-13STATE to justify the basis for any denial of collocation requests.
- 8.1.4.9 **Legitimately Exhausted.** Before AT&T-13STATE may make a determination that space in an Eligible Structure is legitimately exhausted, AT&T-13STATE must have removed all unused obsolete equipment from the Eligible Structure and made such space available for collocation; however, removal of the equipment shall not cause a delay in AT&T-13STATE's response to a Collocator's application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in Section 8.7 of this Attachment. In making this determination, AT&T-13STATE may reserve space for transport equipment for current year plus two (2) years. Additionally, AT&T-13STATE may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of AT&T-13STATE or for future use by AT&T-13STATE or its affiliates under conditions that are more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own use. AT&T-13STATE may reserve space for Switching, Power, Main Distribution Frame (MDF), and Digital Cross Connect System (DCS) up to anticipated customer growth over a ten (10)-year life expectancy of the ultimate footprint of the equipment.
- 8.1.5 Application Quotation Interval for Physical Collocation
- 8.1.5.1 AT&T-13STATE will provide Physical Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. To apply for a Dedicated Space in a particular Eligible Structure, the Collocator will provide a completed Physical Collocation application through the Collocation Application Web Portal or via a paper application

form found in AT&T-13STATE's Interconnector's Collocation Services Handbook (<https://clec.att.com/clec>) for Physical Collocation in AT&T-13STATE and will pay an initial Planning Fee (see Collocation Rate Summary.) Dedicated Space is not reserved until the quotation is accepted by the Collocator and appropriate fees paid to AT&T-13STATE.

- 8.1.5.1.1 A Collocator wishing AT&T-13STATE to consider multiple methods for collocation in an Eligible Structure on a single application will need to include in each application a prioritized list of its preferred methods of collocating, e.g., caged, shared, cageless, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for AT&T-13STATE to process the application for each of the preferred methods. If a Collocator provides adequate information and its preferences with its application, AT&T-13STATE would not require an additional application, nor would the Collocator be required to restart the quotation interval should its first choice not be available in an Eligible Structure. If Collocator only wishes AT&T-13STATE to consider one collocation method, it need not provide preferences and associated specific information for multiple methods. However, if AT&T-13STATE is unable to provide the Collocator's requested collocation method due to space constraints the application will be denied and the initial Planning Fee will be returned. If the Collocator determines the alternative method of collocation meets their needs, the Collocator will be required to submit a new collocation application and pay the initial Planning Fee. Upon receipt of the Collocator's application and initial Planning Fee payment, AT&T-13STATE will begin development of the quotation. AT&T-13STATE will advise the Collocator in writing of any known deficiencies in its collocation application within ten (10) calendar days (unless multiple applications are received; Section 8.1.5.3 will apply where multiple applications are received). AT&T-13STATE will allow the Collocator to retain its place in the collocation queue so long as the Collocator cures the deficiencies and resubmits the application within ten (10) calendar days after being advised of the deficiencies.
- 8.1.5.2 In responding to an application request, if space is available and all other collocation requirements are met, AT&T-13STATE shall advise the Collocator that its request for Physical Collocation is granted, and confirm the applicable non-recurring and recurring rates, and the estimated provisioning interval. AT&T-13STATE will not select for Collocator the type of Physical Collocation to be ordered.
- 8.1.5.2.1 The Collocator has sixty-five (65) calendar days after request for physical collocation is granted to remit a signed confirmation form along with a check for the Planning Fee and fifty percent (50%) of all the applicable non-recurring charges. After sixty-five (65) calendar days, a new application and Planning Fee are required. Space is allocated on a "first come-first served" basis.
- 8.1.5.3 Should multiple applications be submitted by a Collocator within a ten (10) calendar day period, the following quotation intervals will apply:

Number of Applications by one Collocator	Quotation Interval
1 - 5	10 calendar days
6 - 10	15 calendar days
11 - 15	20 calendar days
16 - 20	25 calendar days

- 8.1.5.4 Should the Collocator submit twenty-one (21) or more applications within ten (10) calendar days, the response interval will be increased by five (5) business days for every five (5) additional applications or fraction thereof.

8.1.6 Revisions

8.1.6.1 All revisions to an initial request for a Physical Collocation arrangement submitted by the Collocator must be in writing via a new application form.

8.1.6.2 Any major revision to an application will be treated as a new application. A new interval for the Physical Collocation arrangement will be established. A major revision includes, but is not limited to: adding telecommunications equipment that requires additional electrical power; changes in the configuration of the cage; an addition of interconnection cabling; an increase of ten percent (10%) or more of the square footage of the cage area requested; and adding design and engineering requirements above those which AT&T-13STATE normally deploys and practices (i.e., redundancy of certain mechanical and electrical systems). The Collocator will be required to pay an additional Planning Fee and applicable non-recurring fees before construction resumes under new intervals.

8.1.6.3 Minor revisions will not require that a new interval be established. Examples of minor revisions include: adding bays of equipment that do not significantly impact the existing/proposed electrical systems; adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system; changes in the configuration of the cage which do not significantly impact the overall design of the space; and adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system. This list is not all-inclusive. No additional Planning Fees shall be applicable if the revision is minor. All engineering design work that is determined not to be major is deemed to be minor.

8.2 Installation Intervals

8.2.1 Caged Collocation Installation Intervals

8.2.1.1 Dedicated Space for Caged Physical Collocation and Shared Caged Collocation is not reserved until the quotation is accepted by the Collocator. If the available space is not suitable for Central Office equipment (Inactive Space) and must be converted to Active Collocation Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed. If there are additional problems with the space, AT&T-13STATE shall meet the provisioning interval requirements in the waiver granted by the FCC unless the state has different provisions.

8.2.1.2 Dedicated Space is not reserved until AT&T-13STATE's receipt of the confirmatory response in writing from the Collocator with applicable fees. Where space suitable for Central Office equipment (Active Collocation Space) is available, AT&T-13STATE will deliver Caged Physical or Shared Caged Physical Collocation within ninety (90) calendar days from the completion of the application process.

8.2.1.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in Section 8.1.6.

8.2.2 Cageless Physical Collocation Installation Intervals

8.2.2.1 Dedicated space for Cageless Physical Collocation is not reserved until the quotation is accepted by the Collocator.

8.2.2.2 Where space suitable for Central Office equipment (Active Central Office Space) is available and the request includes DC power capacity greater than fifty (50) amps (2-50 amp feeds), AT&T-13STATE will deliver Cageless Physical Collocation within ninety (90) calendar days from the completion of the application process (when the Collocator has remitted a signed confirmation form along with a check for fifty-percent (50%) of all applicable non-recurring charges).

8.2.2.2.1 A shorter interval may apply where Collocator installs all of its own bays (See Section 21 below). If the available space is not suitable for Central Office equipment (Inactive

Space) and must be converted to Active Collocation Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed. If there are additional problems with the space, AT&T-13STATE shall meet the provisioning interval requirements in the waiver granted by the FCC unless the state has different provisions.

8.2.2.2.2 The cageless collocation construction interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the Collocator's collocation area.

8.2.2.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in Section 8.1.6.

8.2.3 Adjacent Space and Other Physical Collocation Arrangement Installation Intervals

8.2.3.1 Installation Intervals for Adjacent Space Collocation and Other Physical Collocation Arrangements as defined in Sections 7.6.1.5 above will be reasonably related to the complexity of accommodating the requested arrangement.

8.2.3.2 AT&T-13STATE will complete construction of Cageless Collocation in Eligible Structures such as CEVs, Huts and Vaults in ninety (90) days from the receipt of the Collocator's acceptance of the quotation along with a check for fifty percent (50%) of all applicable non-recurring charges where AT&T-13STATE will be installing all or some of the bays, and the Collocator is requesting DC power greater than fifty (50) amps per feed. These construction intervals for Cageless Collocation in Active Collocation Space in a CEV, Hut, or Cabinet Eligible Structure apply where the Collocator is requesting maximum DC power of fifty (50) amps (2-50 amp feeds). For Cageless Collocation in Active Collocation Space in a CEV, Hut, or Cabinet Eligible Structure where a Collocator is requesting DC power greater than fifty (50) amps per feed, AT&T-13STATE will add thirty (30) calendar days to the provisioning interval.

8.2.4 Reduced Interval Augments

8.2.4.1 The intervals set forth in this Section 8.2.4 apply only when AT&T-13STATE installs interconnection and power cabling. AT&T-13STATE will provide a reduced interval for Collocator with existing Physical Collocation space when it requests the following interconnection augments for that existing space. The Collocator must submit to AT&T-13STATE's Collocation Service Center (CSC) a complete and accurate application, along with a copy of the payment invoice for a subsequent job. For a reduced build-out interval to apply, this application must include an up-front payment of the non-recurring Planning Fee from the Collocation Rate Summary and fifty percent (50%) of non-recurring charges. In addition, the application must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for the Collocator's point of termination. Applications received with the up-front payment and meeting the criteria below will not require a quote.

8.2.4.1.1 A sixty (60) calendar day interval will apply only when the Collocator requests any of the following augments; 1) AT&T-13STATE will perform a cage expansion of three hundred (300) square feet or less immediately adjacent to Collocator's existing cage within the collocation area (where Overhead Iron/Racking exists) and as long as the collocation area does not have to be reconfigured and does not involve HVAC work, 2) power cable additions to accommodate greater DC amperage requests within existing power panels, 3) direct cable pull within the same collocation area on the same floor between one Collocator and another Collocator provided the Collocator is interconnected with AT&T-13STATE's network, 4) interconnection cable arrangements (where Overhead Iron/Racking are existing) limited up to and not more than the following quantities; four-hundred (400) shielded copper cable pairs up to four-hundred (400) feet, one hundred sixty-eight (168) DS1s, 48 DS3s, and fiber interconnections up to twelve (12) fiber pairs up to four hundred (400) feet.

8.2.5 Other Augments

8.2.5.1 Other augments such as power requests that exceed current capacity ratings, additional bay spaces, AT&T-13STATE bays, AT&T-13STATE cable racks and/or cage expansions within Active Collocation Space different than described above will require the Collocator to submit an inquiry for quote. The price quote will contain the charges and the construction interval for that application.

8.2.5.1.1 The construction interval for these other augments will not exceed ninety (90) days. AT&T-13STATE will work cooperatively with Collocator to negotiate a mutually agreeable construction interval for other augments not specifically provided for above.

8.2.5.1.2 The second fifty percent (50%) payment must be received by AT&T-13STATE no later than one (1) week prior to the scheduled augment completion date. If all money has been received on the scheduled completion date, the Actual Point of Termination (APOT) Connections will be provided to the Collocator by AT&T-13STATE.

8.2.5.1.3 During AT&T-13STATE delivery interval, if engineering design work is complete, which includes asbestos removal, HVAC installation, filtration, floor loading, floor preparation, overhead racking placement, and one hundred percent (100%) of the non-recurring charges have been received by AT&T-13STATE, Collocator and/or their AT&T-13STATE Approved Tier 1 Vendor (s) may request AT&T-13STATE to do work in parallel with AT&T-13STATE throughout the remaining delivery interval. The Collocator must obtain an approved Method of Procedures (MOP) from AT&T-13STATE and follow AT&T-13STATE's Technical Publications for installation of equipment and facilities. Security Card requirements in Section 18.3.6 of this Attachment will apply.

8.3 Cancellation Prior to Due Date

8.3.1 In the event that the Collocator cancels its collocation application after AT&T-13STATE has begun preparation of the Telecommunications Infrastructure Space and Dedicated Space, but before AT&T-13STATE has been paid the entire amounts due under this Attachment, then in addition to other remedies that AT&T-13STATE might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage, the total of which is not to exceed the Preparation Charges. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. Upon Collocator's request, AT&T-13STATE will provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation.

8.4 Occupancy

8.4.1 Unless there are unusual circumstances, AT&T-13STATE will notify the Collocator that the Dedicated Space is ready for occupancy within five (5) business days of AT&T-13STATE completion of preparation of the Dedicated Space.

8.4.1.1 Upon Collocator's receipt of such notice, AT&T-13STATE and the requesting Collocator shall, upon Collocator's request, conduct an acceptance walk-through of such space. The Collocator shall schedule the acceptance walk-through on a mutually agreed upon date within ten (10) Calendar Days of the scheduled Completion date. Any material deviations from mutually agreed application specifications may be noted by Collocator as exceptions, which shall be mutually agreed to as exceptions by AT&T-13STATE. These exceptions shall be corrected by AT&T-13STATE as soon as commercially reasonable after those exceptions are provided in writing, which exceptions shall be

provided no more than five (5) calendar days after the walk-through. The correction of these exceptions shall be at AT&T-13STATE's expense.

- 8.4.1.2 Upon completion of such corrections, AT&T-13STATE will again notify the Collocator that the Dedicated Space is ready for occupancy and the Parties will, upon Collocator's request, conduct another walk-through as set forth in this Section. If an acceptance walk-through is not timely requested by Collocator, the completion date for the space shall be deemed to be the Delivery Date. If an acceptance walk-through is requested, but no material exceptions are provided at the walk-through, the Delivery Date will be deemed to be the date of the acceptance walk-through. If an acceptance walk-through is requested, and material exceptions are noted at the walk-through, the Delivery Date will be deemed to be the date upon which Collocator accepts all corrections to such exceptions, which acceptance shall not be unreasonably withheld.
- 8.4.1.3 All charges will begin to accrue on the Effective Billing Date, regardless of any failure by Collocator to complete its work or occupy the space.
- 8.4.2 Collocator will, whenever possible, place its telecommunications equipment in the Physical Collocation Space within thirty (30) calendar days of space turnover. Operational telecommunications equipment must be placed in the Dedicated Space and interconnect to AT&T-13STATE's network or obtain access to AT&T-13STATE UNEs within one hundred eighty (180) days after receipt of such notice, that AT&T-13STATE has completed its work as required by the complete and accurate Collocation application.
 - 8.4.2.1 In the event that AT&T-13STATE has refused to interconnect with the Collocator, the one hundred eighty (180) day deadline shall be extended until AT&T-13STATE allows the Collocator to interconnect. AT&T-13STATE, however, may extend beyond the one hundred eighty (180) days provided the Collocator demonstrates a best effort to meet that deadline and shows that circumstances beyond its reasonable control prevented the Collocator from meeting that deadline.
 - 8.4.2.2 Orders for additional space will not be accepted until the Collocator's existing Physical Collocation Space in the requested Eligible Structure is "efficiently used" except to the extent the Collocator establishes to AT&T's satisfaction that the Collocator's apparent inefficient use of space is caused by the CLEC holding unused space for future use on the same basis that AT&T holds unused space for future use. Orders for additional Connecting Facility Assignments (CFAs) will not be accepted until the specific CFA type requested (i.e. DS0, DS1, fiber, etc.) in the requested Eligible Structure is "efficiently used".
 - 8.4.2.2.1 For purposes of this Attachment, "efficiently used" space means the Collocator is using between sixty (60) and one hundred percent (100%) of the Collocator's existing collocation space arrangement, caged or cageless, in a particular Eligible Structure. The determination as to whether this criterion is met or necessary is solely within the reasonable judgment of AT&T-13STATE.
 - 8.4.2.2.2 For purposes of this Attachment, "efficiently used" CFA means that at least sixty percent (60%) of the Collocator's specific type of CFA (cable pairs, coaxial or fiber facilities) requested is currently being used for the purpose of interconnecting to AT&T-13STATE's network for the transmission and routing of telephone exchange service or exchange access. The determination as to whether this criterion is met or the use is necessary is solely within the reasonable judgment of AT&T-13STATE.
- 8.4.3 If the Collocator fails to place its equipment in the Dedicated Space per Section 8.4.2 and the unused collocation space is needed to meet customer demand (filed application for space, accompanied by all fees) for another Collocator or to avoid construction of a building addition, collocation in the prepared Dedicated Space is terminated on the tenth

(10th) business day after AT&T-13STATE provides the Collocator with written notice of such failure and the Collocator does not place operational telecommunications equipment in the Dedicated Space and interconnect with AT&T-13STATE or obtain access to AT&T-13STATE UNEs by that tenth (10th) business day. In any event, the Collocator shall be liable in an amount equal to the unpaid balance of the applicable charges.

8.4.4 For purposes of this Section, the Collocator's telecommunications equipment is considered to be operational and interconnected when connected to either AT&T-13STATE's network or interconnected to another Collocator's equipment that resides within the same structure, provided the Collocator's equipment is used for interconnection with AT&T-13STATE's network or to obtain access to AT&T-13STATE's UNEs, for the purpose of providing this service.

8.4.5 If the Collocator causes AT&T-13STATE to prepare the Dedicated Space and then the Collocator does not use the Dedicated Space (or all the Dedicated Space), the Collocator will pay AT&T-13STATE the monthly recurring and other applicable charges as if the Collocator were using the Dedicated Space, until such time as the Collocator submits a complete and accurate decommissioning application, and the decommissioning process is completed as required.

8.5 Relocation

8.5.1 When AT&T-13STATE determines because of zoning changes, condemnation, or government order or regulation that it is necessary for the Dedicated Space to be moved within an Eligible Structure to another Eligible Structure, from an adjacent space collocation structure to a different adjacent space collocation structure, or from an adjacent space collocation structure to an Eligible Structure, the Collocator is required to move its Dedicated Space or adjacent space collocation structure. AT&T-13STATE will notify the resident Collocator(s) in writing within five (5) days of the determination to move the location. If the relocation occurs for reasons other than an emergency, AT&T-13STATE will provide the resident Collocator(s) with at least one hundred eighty (180) days advance written notice prior to the relocation. If the Collocator is required to relocate under this Section, the Collocator will not be required to pay any application fees associated with the application required for arranging for new space. The Collocator shall be responsible for the costs for the preparation of the new telecommunications equipment space and Dedicated Space at the new location or an adjacent space collocation structure if such relocation arises from circumstances beyond the reasonable control of AT&T-13STATE, including zoning changes, condemnation or government order or regulation that makes the continued occupancy or use of the Dedicated Space or the Eligible Structure in which the Dedicated Space is located or the adjacent space collocation structure for the purpose then used, uneconomical in AT&T-13STATE's reasonable discretion. In addition, a Collocator's presence in AT&T-13STATE Central Offices or adjacent space collocation structures should not prevent AT&T-13STATE from making a reasonable business decision regarding building expansions or additions the number of Central Offices required to conduct its business or its locations.

8.5.2 If AT&T-13STATE determines that a Collocator must relocate due to any of the above reasons, AT&T-13STATE will make all reasonable efforts to minimize disruption of the Collocator's services. In addition, the costs of the move will be shared equally by AT&T-13STATE and the Collocator, unless the Parties agree to a different financial arrangement.

8.5.3 If the Collocator requests that the Dedicated Space be moved within the Eligible Structure in which the Dedicated Space is located, to another Eligible Structure, from an adjacent space collocation structure to a different adjacent space collocation structure or to an Eligible Structure, AT&T-13STATE shall permit the Collocator to relocate the

Dedicated Space or adjacent space collocation structure, subject to availability of space and technical feasibility. The Collocator shall be responsible for all applicable charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new telecommunications equipment space, and Dedicated Space, or adjacent space collocation structure as applicable. In any such event, the new Dedicated Space shall be deemed the Dedicated Space and the new Eligible Structure (where applicable) shall be deemed the Eligible Structure in which the Dedicated Space is located and the new adjacent space collocation structure shall be deemed the adjacent space collocation structure.

8.5.3.1 AT&T-13STATE shall maintain a publicly available document for viewing on the Internet at <https://clec.att.com/clec> indicating its Eligible Structures, if any, that have no space available for Physical Collocation. AT&T-13STATE will update this document within ten (10) calendar days of the date at which an Eligible Structure runs out of Physical Collocation space.

8.5.3.2 AT&T-13STATE will remove obsolete unused equipment from its Eligible Structures that have no space available for Physical Collocation upon reasonable request by a Collocator or upon order of the appropriate Commission. AT&T-13STATE shall reserve space for switching, MDF and DCS to accommodate access line growth.

8.6 Early Termination

8.6.1 Payment Upon Expiration or Termination

In the case of the expiration or termination of this Attachment prior to term, or the early termination of any collocation services or arrangement(s), pursuant to Section 8.6.2 of this Attachment AT&T-13STATE shall be entitled to full payment within thirty (30) days of such expiration or termination for all services performed and expenses accrued or incurred that AT&T-13STATE is entitled to recover under the provisions of this Attachment for establishing such Collocation arrangement prior to such expiration or termination.

8.6.2 If Collocator cancels or abandons its collocation space in any of AT&T-13STATE's central offices before AT&T-13STATE has recovered the full cost associated with providing that space to the Collocator, the amount of any such remaining costs shall become immediately due and payable within thirty (30) days after the Collocator abandons that space.

8.7 Dispute Resolution – Except as otherwise provided herein, Dispute Resolution will be governed by the General Terms and Conditions of this Agreement.

8.8 Non-billing Dispute

8.8.1 In the event of a bona fide dispute between a Collocator and AT&T-13STATE, Collocator shall include in written notice the following information: (a) the Central Office involved in the controversy, (b) the date controversy occurred, (c) detailed description of the controversy, (d) along with any and all documentation from both Parties. Failure to provide the information required by this Section not later than twenty-nine (29) days following the initial submission of the controversy, shall constitute Collocator's irrevocable and full waiver of its right to file a dispute.

8.9 Billing – Except as otherwise provided herein, Billing will be governed by the General Terms and Conditions of this Attachment.

8.10 Allowances for Interruptions

8.10.1 An interruption period begins when an inoperative condition of a Physical Collocation arrangement is reported to AT&T-13STATE's designated contact point and ends when the Physical Collocation arrangement is operative and reported to the Collocator's

designated contact. A credit allowance will be made to the Collocator where the interruption is due to the actions or negligence of AT&T-13STATE.

- 8.10.2 When a credit allowance does apply, such credit will be determined based on the monthly recurring rates applicable to the specific item(s) causing the interruption; however, the credit allowance for an interruption or for a series of interruptions shall not exceed the applicable monthly recurring rate for the item(s) involved.
- 8.10.3 For calculating credit allowances, every month is considered to have thirty (30) days. No credit shall be allowed for an interruption of less than thirty (30) minutes. The Collocator shall be credited for an interruption of thirty (30) minutes or more at the rate of 1/1440 of the monthly recurring rate.
- 8.10.4 A credit allowance will not apply to any interruption of the items maintained and repaired by the Collocator or the Collocator's third Party vendor.

9. FIBER OPTIC CABLE AND DEMARCATION POINT

9.1 Fiber Optic Cable Entrances

- 9.1.1 The Collocator shall use a dielectric fire retardant fiber cable as the transmission medium to the Dedicated Space or, where technically and structurally feasible, may use microwave. Collocation requests utilizing facilities other than fiber will be provided as an Individual Case Basis (ICB). AT&T-13STATE will only permit copper or coaxial cable as the transmission medium where the Collocator can demonstrate to AT&T-13STATE that use of such cable will not impair AT&T-13STATE's ability to service its own customers or subsequent Collocators.
- 9.1.2 AT&T-13STATE shall provide a minimum of two separate points of entry into the Eligible Structure, where applicable, in which the Dedicated Space is located wherever there are at least two entry points for AT&T-13STATE cable. AT&T-13STATE will also provide nondiscriminatory access to any entry point into Eligible Structures in excess of two (2) points in those locations where AT&T-13STATE also has access to more than two such entry points. Where such dual points of entry are not immediately available, AT&T-13STATE shall perform work as is necessary to make available such separate points of entry for the Collocator at the same time that it makes such separate points of entry available for itself. In each instance where AT&T-13STATE performs such work in order to accommodate its own needs and those specified by the Collocator in the Collocator's written request, the Collocator and AT&T-13STATE shall share the costs incurred by prorating those costs using the number of cables to be placed in the entry point by both AT&T-13STATE and the Collocator(s).
- 9.1.3 The Collocator is responsible for bringing its facilities to the entrance manhole(s) designated by AT&T-13STATE, and leaving sufficient length of the cable in the manhole for AT&T-13STATE to fully extend the Collocator-provided facilities through the cable vault to the Dedicated Space. If Collocator has not left the cable in the manhole within one hundred twenty (120) calendar of the request for entrance fiber, the Collocator's request for entrance fiber will expire and a new request must be submitted along with applicable fees. The Collocator must notify AT&T-13STATE no later than fifteen (15) calendar days prior to the end of the 120 day period, for an additional thirty (30) day extension to place cable at the manhole.
- 9.2 Demarcation Point
- 9.2.1 The demarcation point is the end of the AT&T-13STATE provided interconnection cable at the Collocation arrangement (CDOW- AT&T owned frame location as assigned to the Collocator).

10. USE OF DEDICATED SPACE

- 10.1 Nature of Use - Collocatable Equipment
- 10.1.1 In accordance with Section 251(c)(6) of the Act, the Collocator may collocate equipment for Physical Collocation if such equipment is necessary for interconnection to AT&T-13STATE under 47.U.S.C. § 251(C) (2) or accessing AT&T-13STATE's UNEs under 47.U.S.C. § 251(C) (3) of the Act. Such uses are limited to interconnection to AT&T-13STATE's network "for the transmission and routing of Telephone Exchange service or Exchange Access," or for access to AT&T-13STATE's UNEs "for the provision of a telecommunications service".
- 10.1.2 Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economic, or operations matter, preclude the Collocator from obtaining interconnection with AT&T-13STATE at a level equal in quality to that which AT&T-13STATE obtains within its own network or AT&T-13STATE provides to an affiliate, subsidiary, or other party. Equipment is necessary for access to an unbundled network element if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude the Collocator from obtaining non-discriminatory access to that unbundled network element, including any of its features, functions, or capabilities.
- 10.1.3 Multi-functional equipment shall be deemed necessary for interconnection or access to an unbundled network element if and only if the primary purpose and function of the equipment, as the Collocator seeks to deploy it, meets either or both of the standards set forth above in this Section. For a piece of equipment to be utilized primarily to obtain equal in quality interconnection or non-discriminatory access to one or more unbundled network elements, there also must be a logical nexus between the additional functions the equipment would perform and the telecommunication services the Collocator seeks to provide to its customers by means of the interconnection or unbundled network element. The collocation of those functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth above in this Section must not cause the equipment to significantly increase the burden of AT&T-13STATE's property.
- 10.1.4 AT&T-13STATE voluntarily allows Collocator to place ancillary equipment and facilities, including cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and other ancillary equipment and facilities on a non-discriminatory basis only if AT&T-13STATE and Collocator mutually agree to such placement, in AT&T-13STATE's premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.
- 10.1.5 AT&T-13STATE does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.
- 10.1.6 When the Collocator's Physical Collocation arrangement is within the Eligible Structure, the Collocator may not provide its own DC power plant equipment (with rectifiers or chargers and batteries) or AC power backup equipment (e.g., Uninterruptable Power System with batteries, or standby engine). AT&T-13STATE will provide the necessary backup power to ensure against power outages.
- 10.1.7 Consistent with the environment of the Dedicated Space, the Collocator shall not use the Dedicated Space for office, retail, or sales purposes. No signage or marking of any kind by the Collocator shall be permitted on the Eligible Structure in which the Dedicated Space is located or on AT&T-13STATE grounds surrounding the Eligible Structure in which the Dedicated Space is located. The Collocator may place signage and markings on the inside of its dedicated space.

10.2 Equipment List

10.2.1 A list of all the equipment and facilities that the Collocator will place within its Dedicated Space must be included on the application for which the Dedicated Space is prepared including the associated power requirements, floor loading, and heat release of each piece. The Collocator's equipment and facilities shall be compliant with the standards set out in Section 12.1, Minimum Standards, following. The Collocator warrants and represents that the list is complete and accurate, and acknowledges that any incompleteness or inaccuracy would be a violation of the rules and regulations governing this Attachment. The Collocator shall not place or leave any equipment or facilities within the Dedicated Space not included on the list without the express written consent of AT&T-13STATE, which consent shall not be unreasonably withheld.

10.2.2 Subsequent Requests to Place Equipment

10.2.2.1 The Collocator shall furnish AT&T-13STATE a written list in the form of an attachment to the original equipment list for the subsequent placement of equipment in its Dedicated Space. When the Collocator's equipment is not listed in the approved All Equipment List (AEL) the equipment will be reviewed by AT&T-13STATE and written approval or denial of the equipment will be forwarded to the Collocator.

10.2.3 Limitations

10.2.3.1 AT&T-13STATE's obligation to purchase additional plant or equipment, relinquish occupied space or facilities, to undertake the construction of new building quarters or to construct building additions or substantial improvements to the central office infrastructure of existing quarters in order to satisfy a request for space or the placement of additional equipment or facilities by a Collocator, is limited to the extent that AT&T-13STATE would undertake such additions, modifications or construction on its own behalf, on behalf of any subsidiary or affiliate, or for any other Party to which it provides interconnection. AT&T-13STATE will ensure that the Collocator is provided collocation space at least equal in quality to that provided to AT&T-13STATE, its affiliates or other Parties to which it provides interconnection.

10.3 Dedicated Space Use and Access

10.3.1 The Collocator's employees, agents and contractors shall be permitted access to its collocated equipment seven (7) days a week, twenty-four (24) hours a day without a security escort. Collocator shall provide AT&T-13STATE with notice at the time of dispatch of its own employee or contractor, to an Eligible Structure and, if possible, no less than thirty (30) minutes notice for a manned structure and sixty (60) minutes notice for an unmanned structure.

10.3.2 AT&T-13STATE will not delay a Collocator employee's entry into an Eligible Structure containing its collocated equipment or its access to its collocated equipment. AT&T-13STATE will provide Collocator with reasonable access to restroom facilities and parking. All access is provided subject to compliance by the Collocator's employees, agents and contractors with AT&T-13STATE's policies and practices pertaining to fire, safety and security (i.e., the Collocator must comply with Section 6 of this Attachment).

10.3.3 The Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space. Upon the discontinuance of service, the Collocator shall surrender the Dedicated Space or land for an adjacent structure to AT&T-13STATE, in the same condition as when first occupied by the Collocator, except for ordinary wear and tear.

10.3.4 AT&T-13STATE will not accept delivery of nor responsibility for any correspondence and/or equipment delivered to the Collocator at the Eligible Structure. However, through agreement between AT&T-13STATE and the Collocator, a Collocator may make

arrangements for receipt and/or securing of its equipment at the Eligible Structure by Collocator's or AT&T-13STATE's personnel.

10.4 Threat to Personnel, Network or Facilities

10.4.1 Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T-13STATE's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited.

10.5 Interference or Impairment

10.5.1 Regarding safety and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Dedicated Space shall not create hazards for or cause damage to those facilities, the Dedicated Space, or the Eligible Structure in which the Dedicated Space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Dedicated Space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Attachment.

10.6 Personal Property and Its Removal

10.6.1 In accordance with and subject to the conditions of this Attachment, the Collocator may place or install in or on the Dedicated Space such personal property or fixtures (Property) as it shall deem desirable for the conduct of business. Property placed by the Collocator in the Dedicated Space shall not become a part of the Dedicated Space even if nailed, screwed or otherwise fastened to the Dedicated Space. Such Property must meet AT&T-13STATE standards for flame and smoke ratings, e.g., no combustibles. Such Property shall retain its status as personal and may be removed by the Collocator at any time. Any damage caused to the Dedicated Space or land occupied by an adjacent structure by the removal of such Property shall be promptly repaired by the Collocator at its expense pursuant to Section 10.7 following.

10.7 Alterations

10.7.1 In no case shall the Collocator or any person acting through or on behalf of the Collocator make any rearrangement, modification, improvement, addition, repair, or other alteration to the Dedicated Space or the Eligible Structure in which the Dedicated Space is located without the advance written permission and direction of AT&T-13STATE. AT&T-13STATE shall consider a modification, improvement, addition, repair or other alteration requested by the Collocator, provided that AT&T-13STATE has the right to reject or modify any such request except as required by state or federal regulators. The cost of any AT&T-13STATE provided construction shall be paid by the Collocator in accordance with AT&T-13STATE's custom work order process.

11. USE BY OTHER LOCAL SERVICE PROVIDERS

11.1 Shared Caged Collocation is the sharing of a Caged Physical Collocation space among two (2) or more Collocators within an Eligible Structure pursuant to the terms and conditions agreed to between the Collocators. The AT&T-13STATE will make Shared Collocation cages available to all Collocators. In making shared caged arrangements available AT&T-13STATE will not increase the cost of site preparation for non-recurring charges above the cost of provisioning such a cage of similar dimensions and material to a single collocating party ordering the same arrangement.

11.1.1 All Collocators, including those who are subleasing the caged space, are bound by the terms and conditions of this Attachment. Subject to the terms in paragraph 10.4, the Collocator shall not assign or otherwise transfer, either in whole or in part, or permit the use of any part of the Dedicated Space by any other person or entity, without the prior written consent of AT&T-13STATE, which consent shall not be unreasonably withheld.

Any purported assignment or transfer made without such consent shall be voidable at the sole discretion of AT&T-13STATE.

- 11.2 A Collocator may request that AT&T-13STATE provide Shared Caged Collocation via:
- (i) a new request for Physical Collocation whereby the Collocator requesting such space allocates the requested space among the number of Collocators initially requesting such space (“New Shared Collocation”), or
 - (ii) a request by Collocator to enter into a sublease arrangement with another Resident Collocators(s) in Collocator's existing Physical Collocation (“Subleased Shared Collocation”).
- 11.2.1 Should two (2) or more Collocators have interconnection agreements with AT&T-13STATE use a shared collocation cage, AT&T-13STATE will permit each Collocator to order UNEs to and provision service from that shared collocation space, regardless of which Collocator was the original Collocator.
- 11.2.2 The Primary Collocator shall submit a request and any subsequent order for New Shared Collocation. The Collocator must use a contractor/vendor to perform the necessary preparation activities within the Collocator’s Physical Collocation Space including the construction of the cage and any physical security arrangements, if applicable; provided, however, any such contractor/vendor shall be subject to the prior written approval of AT&T-13STATE, such Physical Collocation Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with AT&T-13STATE, and the Collocator shall be solely responsible for all charges of any such contractor/vendor. The Collocator must provide a cage enclosure (not including a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set.
- 11.2.3 In each Shared Caged Collocation arrangement, AT&T-13STATE’s single point of contact (SPOC) with respect to such arrangement shall be referred to as the “Primary Collocator”. For New Shared Collocation, the Primary Collocator shall be the single Collocator that submits the request for New Shared Collocation on behalf of the other Resident Collocators (as defined below). For Subleased Shared Collocation, the Primary Collocator shall be the Collocator that originally requested and occupied such space and is the sublessor in such arrangement.
- 11.2.3.1 For purposes of this Section, each Collocator (including Resident Collocator(s) and the Primary Collocator) to a Shared Caged Collocation arrangement is sometimes referred to as a “Resident Collocator”.
- 11.2.4 An order for Shared Caged Collocation shall include blanket letters of authorization signed by the Primary Collocator that authorize each other Resident Collocator to utilize the Connecting Facility Assignments associated with the Primary Collocator and signed by each Resident Collocator that authorize the Primary Collocator to request and place firm orders for Shared Caged Collocation and facilities on behalf of such Resident Collocators.
- 11.3 New Shared Collocation is available in minimum increments of fifty (50) square feet (per caged space dimensions, not per Collocator). Space totaling less than fifty (50) square feet will be provided where technically feasible. Resident Collocators shall request New Shared Collocation from AT&T-13STATE in a single application. AT&T-13STATE will prorate the Preparation Charges incurred by AT&T-13STATE to condition the space for Collocation use among the Resident Collocators utilizing the New Shared Collocation space, by determining the total preparation charges to make that space available and allocating that charge to each Resident Collocator based on the percentage attributable to each Resident Collocator as provided on the Collocation order by the

Primary Collocator, provided that the percentage attributable to the Resident Collocators in a New Shared Collocation space equals in the aggregate one hundred percent (100%). AT&T-13STATE will prorate the charge for site conditioning and preparation undertaken to condition the collocation space so the first Collocator in an AT&T-13STATE Premise will not be responsible for the entire cost of site preparation. Allocation of Preparation Charges shall occur only upon the initial delivery of New Shared Collocation and AT&T-13STATE shall not be required to adjust such allocation if another Resident Collocator subsequently shares such space. Except with respect to prorated Preparation Charges, AT&T-13STATE shall bill only the Primary Collocator for, and the Primary Collocator shall be the primary obligor with respect to the payment of, all charges other than Preparation Charges billed on New Shared Collocation. It is the Primary Collocator's responsibility to recover from each other Resident Collocator such Collocator's proportionate share of such other charges billed to the Primary Collocator for the New Shared Cage Collocation. If Collocator is a Resident Collocator but not the Primary Collocator in a New Shared Collocation arrangement, Collocator agrees that the Primary Collocator's rates, terms and conditions relating to New Shared Collocation set forth in the Primary Collocator's Section 251/252 agreement under which the Primary Collocator purchases collocation shall apply to its New Shared Collocation arrangement in lieu of those set forth herein. Further, if Collocator is the Primary Collocator in a New Shared Collocation arrangement, as a condition of ordering New Shared Allocation, Collocator shall require its Resident Collocator(s) to execute an agreement prior to the Delivery Date that, inter alia, requires such Resident Collocator(s)' compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates AT&T-13STATE as a third party beneficiary of such agreement. Collocator, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with this Agreement with respect to the New Shared Collocation arrangement and shall be responsible for any breach of such provisions by the Resident Collocator(s).

- 11.4 For Subleased Shared Collocation, if the Collocator is the Primary Collocator, then that (Primary) Collocator shall be responsible for its and its Resident Collocator's compliance with the terms, conditions and restrictions of this Attachment. As a condition to permitting another Collocator to sublease space from Collocator, Collocator shall require such other Collocator(s) to execute a sublease agreement prior to the Delivery Date that, inter alia, requires such Collocator's compliance with the terms, conditions and restrictions relating to Collocation contained in this Attachment and designates AT&T-13STATE as a third party beneficiary of such agreement. Collocator, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with this Attachment relating to Physical Collocation and shall be responsible for any breach of such provisions by the Resident Collocator(s). If Collocator is the sublessee (i.e., not the Primary Collocator) in a Subleased Shared Collocation arrangement, Collocator agrees that Primary Collocator's rates, terms and conditions relating to Subleased Shared Collocations set forth in the Primary Collocator's Section 251/252 agreement shall apply to its Subleased Shared Collocation arrangement in lieu of those set forth herein.
- 11.5 Collocator with which it shares Shared Caged Collocation space shall collocate equipment only as permitted by Section 8.4.2 of this Attachment and which is necessary to Interconnect with AT&T-13STATE or for access to AT&T-13STATE's Unbundled Network Elements. AT&T-13STATE shall provide Collocator access to AT&T-13STATE's Unbundled Network Elements and permit Collocator to interconnect its network with AT&T-13STATE from Shared Caged Collocation, regardless if Collocator was the original Collocator. Collocator, however, shall have no right to request and AT&T-13STATE shall have no obligation to provide Collocator's Resident Collocators

access to AT&T-13STATE's Unbundled Network Elements or AT&T-13STATE's network. Instead, a Resident Collocator's rights shall be as determined by such Resident Collocator's contractual arrangement (Section 251/252 agreement) with AT&T-13STATE.

- 11.6 As a condition of entering into Shared Caged Collocation, Collocator agrees that if it is not the Primary Collocator in a New Shared Collocation, or if it is the sublessee in a Subleased Shared Collocation arrangement, it unconditionally and irrevocably undertakes and guarantees AT&T-13STATE the prompt and full payment of any charges assessed on the Shared Caged Collocation. If the Primary Collocator in a Shared Caged Collocation arrangement no longer occupies the space, the other Resident Collocators must immediately identify a new Primary Collocator. If only one Collocator remains in the Shared Cage Collocation, that Collocator shall become the Primary Collocator. AT&T-13STATE shall bill the new Primary Collocator any applicable charges to change AT&T-13STATE's records and databases to reflect such new Primary Collocator.
- 11.7 Interconnection to Others
- 11.7.1 Within a contiguous area within the eligible structure, the AT&T-13STATE will permit Collocators to construct their own direct connection (cross-connect) facilities to other physical Collocators using copper or optical facilities between collocated equipment located within the same Eligible Structure, subject only to the same reasonable safety requirements that AT&T-13STATE imposes on its own equipment. AT&T-13STATE shall not require physical-to-physical Collocators to purchase any equipment or cross-connect capabilities solely from AT&T-13STATE. If requested by the Collocator, AT&T-13STATE will provide only the installation of physical structure(s) and the associated labor necessary for the Collocator(s) to pull its facilities from its equipment space to the equipment space of another Collocator. However if the Collocators cannot physically pull the cable themselves (i.e. located on different floors), AT&T-13STATE will perform the necessary construction on a standard Custom Work Order basis and perform the cable pull. AT&T-13STATE (1) will not make any physical connection within the Collocator's dedicated space; (2) will not have any liability for the cable or the connections, or the traffic carried thereon; and (3) will not maintain any records concerning these connections.
- 11.7.2 If a physical Collocator and a virtual Collocator both have purchased dedicated appearances not then in use on a DSX-1 panel, DSX-3 panel, or FDF located within contiguous areas within the eligible structure, then AT&T-13STATE will permit the interconnection of physically and virtually collocated equipment by connection of copper or optical facilities to the Collocators' dedicated appearances on the DSX-1 panel, DSX-3 panel, or FDF, subject only to the same reasonable safety requirements that AT&T-13STATE imposes on its own equipment. The connections shall be made within ten (10) days of a joint request by the Collocators. At AT&T-13STATE's option, the connection may be made either by AT&T-13STATE or by the Collocators' installers, who shall be on the list of approved installation vendors.

12. STANDARDS

- 12.1 Minimum Standards
- 12.1.1 All types of network equipment placed in AT&T-13STATE network equipment areas of Eligible Structures by AT&T-13STATE or Collocator must meet AT&T-13STATE minimum safety standards. The minimum safety standards are as follows: (1) Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Technical Publication 76200, Network Equipment Building Systems (NEBS); or, (2)

Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including AT&T-13STATE) prior to January 1, 1998 with no known history of safety problems. The Collocator will be expected to conform to the same accepted procedures and standards utilized by including AT&T-13STATE and its contractors when engineering and installing equipment.

- 12.1.2 In the event that AT&T-13STATE denied Collocation of Collocator's equipment, citing safety standards, AT&T-13STATE will provide within five (5) business days of Collocator's written request to AT&T-13STATE representative(s), a list of AT&T-13STATE equipment which AT&T-13STATE locates within the premises of the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such AT&T-13STATE equipment met or exceeded the same safety standards for which Collocator's equipment was denied.
- 12.1.3 In the event AT&T-13STATE believes that collocated equipment is not necessary for interconnection or access to UNEs or determines that the Collocator's equipment does not meet the minimum safety standards, the Collocator must not collocate the equipment unless and until the dispute is resolved in its favor. The Collocator will be given ten (10) business days to comply with the requirements and/or remove the equipment from the collocation space if the equipment was already improperly collocated. Dispute resolution procedures are covered in the Agreement. If the Parties do not resolve the dispute under those dispute resolution procedures, AT&T-13STATE or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute. If it is determined that the Collocator's equipment does not meet the minimum safety standards above, the Collocator must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly.
- 12.1.4 Collocation equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T-13STATE personnel, network or facilities, including the Eligible Structure or those of others is strictly prohibited. Notwithstanding any other provision herein, the characteristics and methods of operation of any equipment or facilities placed in the Physical Collocation space shall not create hazards for or cause damage to those facilities, the Physical Collocation space, or the Eligible Structure in which the Physical Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Physical Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Attachment. Disputes regarding proper implementation of operating practices or technical standards may be resolved under the standards of Sections 8.7.2 above.
- 12.2 Compliance Certification
 - 12.2.1 The Collocator also warrants and represents that any equipment or facilities that may be placed in the Dedicated Space pursuant to Section 10.2, Equipment List; Section 10.2.1, Subsequent Requests to Place Equipment, Section 10.2.2; or otherwise, shall be compliant with minimum safety standards set forth in Section 3.4.

13. RE-ENTRY

- 13.1 If the Collocator shall default in performance of any provision herein, and the default shall continue for sixty (60) calendar days after receipt of AT&T-13STATE's written notice, or if the Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, AT&T-13STATE may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel the Collocator and any claiming under the Collocator, remove the Collocator's property, forcibly if

necessary, and services provided pursuant to this Attachment will be terminated without prejudice to any other remedies AT&T-13STATE might have.

- 13.2 AT&T-13STATE may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service for the Collocator at any time after sending the notice required by the preceding Section.
- 13.3 In the case of any dispute and at the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Attachment. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative informal dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. To the extent negotiations do not resolve the dispute, and thirty (30) days have passed since the date of the request for resolution under this Section, Parties may seek more formal dispute resolution procedures.

14. SERVICES AND MAINTENANCE

- 14.1 Operating Services
 - 14.1.1 AT&T-13STATE shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitorial and elevator services, twenty-four (24) hours a day, seven (7) days a week. Any business telephone services ordered by the Collocator for its administrative use within its Dedicated Space will be provided in accordance with applicable AT&T-13STATE tariffs.
- 14.2 Maintenance
 - 14.2.1 AT&T-13STATE shall maintain the exterior of the Eligible Structure and grounds, and all entrances, stairways, passageways, and exits used by the Collocator to access the Dedicated Space.
- 14.3 Equipment Staging and Storage
 - 14.3.1 No storage or staging area will be provided outside of the licensed space. Collocation areas may not be used for office administrative space (i.e., filing cabinet, desk, etc.). Fire standards and regulations prohibit the storage of flammable material, e.g., cardboard boxes, paper, packing material, etc. Safety standards prohibit the storage of chemicals of any kind. (Refer to Interconnector's Guide for Collocation via <https://clec.att.com/clec>.)
- 14.4 Legal Requirements
 - 14.4.1 Except for Section 17, AT&T-13STATE agrees to make, at its expense, all changes and additions to the Dedicated Space required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Dedicated Space.

15. AT&T-13STATE'S RIGHT OF ACCESS

- 15.1 AT&T-13STATE, its agents, employees, and other AT&T-13STATE-authorized persons shall have the right to enter Dedicated Space at any reasonable time on three (3)

days advance notice of the time and purpose of the entry to examine its condition, make repairs required to be made by AT&T-13STATE hereunder, and for any other purpose deemed reasonable by AT&T-13STATE. AT&T-13STATE may access the Dedicated Space for purpose of averting any threat of harm imposed by the Collocator or its equipment or facilities upon the operation of AT&T-13STATE equipment, facilities and/or personnel located outside of the Dedicated Space without such advance notice; in such case, AT&T-13STATE will notify the Collocator by telephone of that entry and will leave written notice of entry in the Dedicated Space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

16. PREPARATION CHARGES

- 16.1 Preparation charges apply for preparing the Dedicated Space for use by the Collocator as outlined in this Section. These rates and charges are found in the Collocation Rate Summary.
- 16.2 AT&T-13STATE will contract for and perform the construction and other activities underlying the preparation of the Telecommunications Infrastructure Area and Dedicated Space, and any Custom Work Charges using the same or consistent practices that are used by AT&T-13STATE for other construction and preparation work performed in the Eligible Structure in which the Dedicated Space is located.
- 16.3 The Collocator will be permitted to contract its own work for the preparation activities within the Collocator's cage including the construction of physical security arrangements. However, any such contractor shall be subject to the approval of AT&T-13STATE, such Dedicated Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with AT&T-13STATE, and the Collocator shall be solely responsible for all charges of any such contractor. Use of any such contractor shall not nullify the construction interval with respect to the preparation of the Telecommunications Infrastructure Area and Custom Work.

17. CHARGES

- 17.1 Monthly Charges
 - 17.1.1 The flat-rate monthly recurring charges shall begin the earlier of when the first circuit is turned up or five (5) days after the Collocator has been notified that the preparation of the Dedicated Space is complete, and shall apply each month or fraction thereof that Physical Collocation is provided. For billing purposes, each month is considered to have thirty (30) days. The applicable recurring charges are set forth in the Collocation Rate Summary for use of the Dedicated Space.
- 17.2 Non-recurring Charges
 - 17.2.1 Non-recurring charges are one-time charges that apply for specific work activity associated with providing Physical Collocation, per request, per Eligible Structure.
 - 17.2.2 With respect to any preparation of the Dedicated Space, the Collocator shall pay AT&T-13STATE fifty percent (50%) of the estimated non-recurring charges as specified for in Section 17 and fifty percent (50%) of any Custom Work Charges preceding the commencement of work.
 - 17.2.3 The remaining portion of any Custom Work Charge is due upon completion. The remaining portion of the Preparation Charge shall be paid by the Collocator when the Dedicated Space is complete and prior to occupancy.

- 17.3 Application of Rates and Charges
- 17.3.1 Beginning on and after the Effective Date of this agreement, the Parties agree that the rates and charges for Collocation shall be as set forth in this Attachment and in the Pricing Schedule applicable to collocation ("Collocation Rates"). The Parties agree that the Collocation Rates shall apply, on a prospective basis only, beginning on the Effective Date of this agreement, to all existing CLEC collocation arrangements, including those established before the Effective Date of this agreement. Because the Collocation Rates will apply on a prospective basis only, neither Party shall have a right to retroactive application of the Collocation Rates to any time period before the Effective Date, and there shall be no retroactive right of true-up for any time period before the Effective Date.
- 17.4 Determination of Charges Not Established in Collocation Rate Summary
- 17.4.1 Rate Elements - In the event that AT&T-13STATE seeks to impose a rate element or charge to a Collocator that is not specifically provided for in this Attachment or in the Pricing Schedule, AT&T-13STATE shall be required to provide the quote for the rate element within the same time frames provided for in this Attachment.
- 17.4.2 In the event the Collocator disputes the rate element or charge proposed by AT&T-13STATE that is not specifically provided for in this Attachment or in the Pricing Schedule, the Collocator shall notify AT&T-13STATE of its dispute with the proposed charge in writing.
- 17.5 Custom Work Charges - Custom work may not be charged to Collocator for any work performed which will benefit or be used by AT&T-13STATE or other Collocators. AT&T-13STATE also may not impose a Custom Work Charge without the Collocator's approval and agreement that the custom work is not included in the provision of collocation as provided for in the rate elements contained in this Attachment. In the event an agreement between the Collocator and AT&T-13STATE is not reached regarding the Custom Work Charge, AT&T-13STATE shall complete construction of the Collocator's space pending resolution of the issue by the appropriate Commission and the Collocator may withhold payment for the disputed charges while the issue remains unresolved; however, any disputed Custom Work Charges paid by the Collocator or owed to AT&T-13STATE shall accrue interest at the rate established by the appropriate Commission. All Custom Work Charges that are approved by the appropriate Commission will be the basis for calculating a refund to a Collocator that has overpaid or the amount due to AT&T-13STATE that was not paid or underpaid. These overpaid or underpaid amounts will accrue at the above-stated interest rate on a monthly basis from the date of completion of the work or the date of payment of the disputed amount, as appropriate. In the event that the requested work will benefit all or most Collocators, such work shall not be considered custom work; instead, AT&T-13STATE shall file the appropriate interconnection agreement amendment. However, AT&T-13STATE shall not delay completion of such work during the agreement approval process. AT&T-13STATE shall perform such work based upon provisional rates, subject to true up.
- 17.6 **Extraordinary Charges** - Collocator will be responsible for all extraordinary construction costs, incurred by AT&T-13STATE to prepare the Collocation space for the installation of Collocator's equipment and for extraordinary costs to maintain the Collocation space for Collocator's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the AC system (if available), or of the existing commercial power facility, installation, maintenance, repair, monitoring of securing measures, conversion of non-Collocation space, or other modifications required by local ordinances. Ordinary costs may become extraordinary by their unusual nature (e.g. volume that is substantially beyond

the average or typical Collocation arrangement or request) or its infrequency of occurrence (e.g. construction that will benefit only the requesting Collocator).

- 17.6.1 AT&T-13STATE will charge a one-time, non-recurring fee for extraordinary costs on a time-sensitive or time-and-materials basis.
- 17.6.2 AT&T-13STATE will allocate the costs fairly among itself, CLEC and other Collocators, as appropriate.
- 17.6.3 An estimate of such costs plus contribution will be provided to the Collocator prior to AT&T-13STATE commencing such work. In no case will actual charges exceed those estimated by more than ten (10) percent.
- 17.6.4 AT&T-13STATE must advise Collocator if extraordinary costs will be incurred within twenty (20) business days of the Collocator's request for space.
- 17.6.5 Extraordinary costs will only be billed upon receipt of the signed acceptance and construction will not begin until receipt of the Collocator's signed acceptance and payment.

18. RATE REGULATIONS (AT&T-13STATE DOES ALL WORK)

- 18.1 The Collocator may elect to have AT&T-13STATE provision the collocation site or the Collocator may elect to hire an AT&T-13STATE Approved Tier 1 Vendor to provision the collocation site per Section 21, CDOW (Collocator Does Own Work).
- 18.2 Rate Elements
 - All rates and charges for the following rate elements can be found in the Collocation Rate Summary.
 - 18.2.1 Planning Fees
 - 18.2.1.1 The Planning Fee, as specified in AT&T-13STATE's Interconnector's Collocation Services Handbook for Physical Collocation in AT&T-13STATE, recovers AT&T-13STATE's costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for the Collocator's request for the Physical Collocation arrangements. The initial Planning Fee will apply to the Collocator's Physical Collocation request. In addition, a non-standard Planning Fee will apply when a request includes DC power requirements other than 2-10, 2-20, 2-30, 2-40, 2-50, or 2-100 Amp power feeds for Caged, Cageless, or Caged Common Collocation, or 2-100, 2-200, 2-300, or 2-400 Amp power feeds for Adjacent On-Site Collocation, or other than integrated ground plane, or when floor space requirements are greater than four hundred (400) square feet. Requests for additions to the initial request, such as the addition of Collocator provided equipment that requires AT&T-13STATE to engineer and purchase additional equipment will result in a Subsequent Planning Fee. A major revision to the initial request for Physical Collocation that changes floor space requirements, cable entrance facilities requirements, or changes DC Power Distribution will be considered a total revision and result in the reapplication of an initial Planning Fee. Rates and charges are as found in the Collocation Rate Summary.
 - 18.2.2 Billing for Caged Shared and Caged Common Collocation Arrangements
 - 18.2.2.1 Except for certain charges identified as related to Caged Shared Collocation, each Collocator shall be billed separately and shall be able to order and provision separately. In the case of Caged Shared Collocation, AT&T-13STATE shall bill the original Collocator for space. However, AT&T-13STATE shall bill the other Collocators in the shared cage for use of Network Elements and interconnection separately as required. Collocators located in a Caged Common Collocation area shall have direct billing

arrangements with AT&T-13STATE for floor space and all other applicable interconnection arrangements.

18.2.3 Floor Space Charges

18.2.3.1 Caged Collocation

18.2.3.1.1 The Caged Collocation option provides the Collocator with an individual enclosure (not including a top). This enclosure is an area designated by AT&T-13STATE within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment.

18.2.3.1.2 AT&T-13STATE will provide Floor Space, floor space site conditioning, Cage Common Systems Materials, Cage Preparation and Safety and Security charges in increments of one (1) square foot. For this reason, Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment (i.e., fifty (50) square feet of cage space), and will ensure that the first Collocator in AT&T-13STATE premises will not be responsible for the entire cost of site preparation and security. In the case of Caged Shared Collocation, AT&T-13STATE shall bill the original Collocator for space. Collocators located in a Caged Common Collocation area shall have direct billing arrangements with AT&T-13STATE for floor space and all other applicable interconnection arrangements. When a Collocator constructs its own cage and related equipment, the Collocator will not be subject to the Cage Preparation Charge as set forth in Section 18.2.3.1.4.5 following. See Section 21, CDOW for applicable charges.

18.2.3.1.3 In addition, terms and conditions for contractors performing cage construction activities as set forth in Section 16 preceding will apply.

18.2.3.1.4 If the Collocator elects to install, or requests that AT&T-13STATE provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage, the floor space rate for Cageless Collocation found in the Collocation Rate Summary applies.

18.2.3.1.4.1 Eligible Structure Floor Space Charges

Consists of the following elements which are based on the average cost for AT&T-13STATE within AT&T-13STATE:

- Construction costs
- Operating costs

18.2.3.1.4.2 Site Conditioning Charge, per square foot

Consists of the following and represents costs necessary to condition basic floor space to accommodate telecommunications equipment:

- New floor tile
- General lighting
- House service receptacles
- Exit lights
- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles
- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox
- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required

- HVAC where not existing
- Demolition work where required

18.2.3.1.4.3 Common Systems Materials Charge

Consists of the following elements per square foot and represents the following charges:

- Installation and maintenance of iron work, racking, and lighting above the cage

18.2.3.1.4.4 Safety and Security, per square foot

This charge represents reasonable costs incurred by AT&T-13STATE to secure its equipment contained within Eligible Structure. This charge is expressed as a recurring rate on a per square foot basis and was developed based on implementation of varying combinations of the following security measures and devices. This rate may include only the costs associated with the most cost-effective reasonable method of security, which may consist of a sub set of the following:

- Interior Security Partition separating AT&T-13STATE equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarms

18.2.3.1.4.5 Cage Preparation

Consists of the following elements and represents charges unique to the Collocator making the request. Rates and charges are as found in the Collocation Rate Summary.

- Grounded wire partition
- Door key Set
- Lights
- AC Outlet
- Cable rack and support structure inside the cage

18.2.3.2 Cageless Collocation

18.2.3.2.1 The Cageless Collocation charges consists of floor space, bay and aisle lighting and the design and placement of common systems materials in an area designated by AT&T-13STATE within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment.

18.2.3.2.2 AT&T-13STATE will provide Floor Space, floor space site conditioning, Safety and Security, and Common Systems Materials charges per relay rack, bay, or frame. Collocator shall be able to order space in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., ten (10) square feet). The first Collocator in AT&T-13STATE premises will be responsible only for its pro rata share of the common systems materials, cost of site preparation and security charges. Charges to each Collocator will be based upon the number of frames used by each Collocator.

18.2.3.2.2.1 Floor Space Charges

Consists of the following elements which are based on the average cost for AT&T-13STATE within AT&T-13STATE:

- Construction costs
- Operating costs

18.2.3.2.2.2 Site Conditioning Charge

Consists of the following and represents costs necessary to condition basic floor space to accommodate telecommunications equipment per rack, bay or frame:

- New floor tile
- General lighting
- House service receptacles
- Exit lights
- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles
- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox
- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

18.2.3.2.2.3 Cageless Common Systems Materials Charge

Consists of the following elements per rack, bay, or frame and represents the following charges:

- Support materials for overhead lighting
- Aisle lighting
- AC electrical access for bay framework
- Central Office ground bar assembly and termination materials
- Extension of Central Office ground cables
- Auxiliary framing for support of cable racking materials
- Horizontal fiber protection duct system
- All associated mounting hardware and fabrication materials

18.2.3.2.2.4 Safety and Security

This charge represents reasonable costs incurred by AT&T-13STATE to secure its equipment contained within the used space of the Eligible Structure. This charge is expressed as a recurring rate on a rack, bay, or frame basis and was developed based on implementation of varying combinations of the following security measures and devices:

- Interior Security Partition separating AT&T-13STATE equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarm

18.3 DC Power Amperage Charge

18.3.1 This is a monthly recurring charge which is determined by multiplying the per DC amp rate by the total amount of DC amps provided over one of the two power feeds ordered by the Collocator for its power arrangement. By way of example, where Collocator orders DC Power in a 20-amp increment, it will be considered to have ordered two (2) twenty (20)-amp power feeds and AT&T will provision two (2) twenty (20) amp DC power feeds (for a combined total of forty (40) amps), but AT&T shall only bill Collocator the monthly recurring charge applicable to DC Power for a total of twenty (20) amps. The DC power charge per amp consists of the use of: DC power plant, backup generator, batteries & rectifiers, BDFB, associated hardware and cabling, and AC energy to convert to DC power.

18.3.2 Heating, Ventilating, and Air Conditioning (HVAC)

18.3.2.1 This monthly recurring charge consists of the elements necessary to provide HVAC within the Eligible Structure to the collocation arrangement and is based on the heat dissipation required for each ten (10) amps of DC Power. This is a monthly recurring charge which is determined by dividing the per each ten (10) amps of DC Power rate by the total amount of DC amps provided over one of the two power feeds ordered by the Collocator for its power arrangement. By way of example, where Collocator orders DC Power in a twenty (20)-amp increment, it will be considered to have ordered two (2) twenty (20)-amp power feeds and AT&T-13STATE will provision two (2) twenty (20) amp DC power feeds (for a combined total of forty (40) amps), but AT&T-13STATE shall only bill Collocator the monthly recurring charge applicable to HVAC on a total of twenty (20) amps. Charges for this element are specified in the attached pricing schedule.

18.3.3 DC Power Arrangement Provisioning

18.3.3.1 The DC Power Arrangement is the installation of the power cable and the cable rack including support and fabrication material expressed as a combination of a non-recurring and monthly rate for either 2-10 amp, 2-20 amp, 2-30 amp, 2-40 amp, 2-50 amp, or 2-100 amp feeds.

18.3.4 DC Power Panel (Maximum 200 amp) (Optional)

18.3.4.1 At least one (1) DC power panel is required with each application requiring DC Power when designed to provide between 50 and 200 amps per feed of DC current however the Collocator may substitute the required power panel with an equivalent power panel subject to meeting NEBS Level 1 Safety and review by AT&T-13STATE technical support. This rate element may be provided by AT&T-13STATE.

18.3.5 Eligible Structure Ground Cable Arrangement, Each

18.3.5.1 The ground cable arrangement is the cabling arrangement designed to provide grounding for equipment within the Collocator's Dedicated Space. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. Isolated Ground Planes require a Ground Cable Arrangement in the Collocator's Dedicated Space.

18.3.6 Security Cards

18.3.6.1 The Security Cards Charge consists of a charge per five (5) new cards or replacement cards, for access cards, and ID cards. Rates and charges are as found in the Collocation Rate Summary. AT&T-13STATE will issue access cards and/or ID cards within twenty-one (21) days of receipt of a complete and accurate AT&T Photo ID Card and Electronic Access for Collocators and Associated Contractors form, which is located on the AT&T CLEC Online website <https://clec.att.com/clec>. In emergency or other extenuating circumstances (but not in the normal course of business), Collocator may

request that the twenty-one (21) day interval be expedited, and AT&T-13STATE will issue the access and/or ID cards as soon as reasonably practical. There is an additional charge for expedited requests.

- 18.3.7 Entrance Facility Conduit to Vault, Per Cable Sheath
- 18.3.7.1 This rate element describes any reinforced passage or opening placed for the Collocator-provided facility between AT&T-13STATE designated manhole and the cable vault of the Eligible Structure.
- 18.3.8 Entrance Fiber Charge, Per Cable Sheath
- 18.3.8.1 The Entrance Fiber Charge reflects the time spent by AT&T-13STATE in pulling the Collocator's cable facilities from AT&T-13STATE designated manhole, through AT&T-13STATE cable vault and through AT&T-13STATE cable support structure to the Collocator's equipment.
- 18.3.9 AT&T-13STATE to Collocation Interconnection Arrangement Options
- 18.3.9.1 Collocator will select one or more of the interconnection arrangements listed below.
- 18.3.9.1.1 DS1 Interconnection Cable Arrangement (DSX or DCS), Each
- 18.3.9.1.1.1 This sub-element is an AT&T-13STATE-provided cable arrangement of twenty-eight (28) DS1 connections per cable arrangement between the Collocator's equipment bay and AT&T-13STATE network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to AT&T-13STATE Main Distribution Frame. If regeneration is required because the cabling distance between the Collocator's termination point located in an Adjacent Structure and AT&T-13STATE's cross-connect bay exceeds ANSI limitations or where the Collocator specifically requests regeneration, it will be at the Collocator's expense. Regeneration is not required in any other circumstance. Rates and charges are as found in the Collocation Rate Summary.
- 18.3.9.1.2 DS3 Interconnection Cable Arrangement (DSX or DCS), Each
- 18.3.9.1.2.1 This sub-element is an AT&T-13STATE-provided cable arrangement of one (1) DS3 connection per cable arrangement between the Collocator's equipment bay and AT&T-13STATE network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to AT&T-13STATE Main Distribution Frame. If regeneration is required because the cabling distance between the Collocator's termination point located in an Adjacent Structure and AT&T-13STATE's cross-connect bay exceeds ANSI limitations or where the Collocator specifically requests regeneration, it will be at the Collocator's expense. Regeneration is not required in any other circumstance. Rates and charges are as found in the Collocation Rate Summary.
- 18.3.9.1.3 DS0 Voice Grade Interconnection Cable Arrangement, Each
- 18.3.9.1.3.1 This sub-element is an AT&T-13STATE-provided cable arrangement that provides one hundred (100) DS0 copper shielded connections between the Collocator's equipment bay and AT&T-13STATE network. These rate elements may not be provided by the Collocator. The Collocator will not be permitted access to AT&T-13STATE Main Distribution Frame.
- 18.3.10 Optical Circuit Arrangement
- 18.3.10.1 This sub-element provides for the cost associated with providing twelve (12) fiber connection arrangements to AT&T-13STATE network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to AT&T-13STATE Main Distribution Frame.

- 18.3.11 Bits Timing (per circuit) (Optional)
 - 18.3.11.1 An AT&T-13STATE provided single signal from AT&T-13STATE timing source to provide synchronization between a Collocator's single Network Element and AT&T-13STATE's equipment.
- 18.3.12 Timing Interconnection Arrangement (Optional)
 - 18.3.12.1 Timing leads (1 pair of wires) provided by AT&T-13STATE to the Collocator's dedicated Physical Collocation space.
- 18.3.13 Collocation Availability Space Report Fee
 - 18.3.13.1 This rate element provides for costs associated with providing a reporting system and associated reports indicating the amount of collocation space available, the number of Collocators, any modifications in the use of space since the generation of the last available report, and measures that AT&T-13STATE is undertaking to make additional space available for collocation.
- 18.3.14 Pre-visits
 - 18.3.14.1 General Applications
 - 18.3.14.1.1 Prior to submitting an application, the prospective Collocator may elect to arrange with AT&T-13STATE to visit an Eligible Structure for the purpose of permitting the Collocator to determine if the structure meets its business needs and if space is available in the structure for the potential Collocator's Physical Collocation arrangement. If the prospective Collocator elects to pre-visit AT&T-13STATE's Eligible Structures, the Collocator must submit its request in writing ten (10) business days in advance to the Collocation Account Manager. Pre-visits will be scheduled for a date that is mutually agreeable to both Parties. Prospective Collocator will not be allowed to take photographs, make copies of AT&T-13STATE site-specific drawings or make any notations.
 - 18.3.14.1.2 For pre-visits, AT&T-13STATE will provide an employee of AT&T-13STATE to conduct the pre-visit, unless a different number of AT&T-13STATE employees are mutually agreed upon. The Collocator will be billed for the time of the assigned AT&T-13STATE employee and not for additional employees not mutually agreed upon to attend the pre-visit. If any travel expenses are incurred, the Collocator will be charged for the time AT&T-13STATE employees spend traveling and will be based on fifteen (15)-minute increments.
- 18.3.15 Construction Inspections
 - 18.3.15.1 The Collocator will be charged for the time AT&T-13STATE employees spend during the construction inspection with the Collocator, based on fifteen (15)-minute increments. If any travel expenses are incurred, the Collocator will be charged for the time AT&T-13STATE employees spend traveling and will be based on fifteen (15)-minute increments.
- 18.3.16 Adjacent On-site Structure Arrangements
 - 18.3.16.1 Adjacent On-site Structure Arrangements
 - 18.3.16.1.1 If a Collocator elects to provide an Adjacent On-Site Space Collocation as described in Section 7.6.1.5 preceding, when all available space is Legitimately Exhausted inside AT&T-13STATE Eligible Structure, AT&T-13STATE will charge Planning Fees to recover the costs incurred to estimate the quotation of charges for the Collocator's Adjacent Space Collocation arrangement request. Rates and charges are found in the Collocation Rate Summary. In addition, should the Collocator elect to have AT&T-

13STATE provision an extension of DC Power Service from the Eligible Structure to the Adjacent Structure, a DC Power Panel will be required.

18.3.16.2 Adjacent On-site Planning Fee

18.3.16.2.1 An initial Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent On-site structure and AT&T-13STATE on an initial or subsequent Adjacent On-site collocation application. This fee recovers the design route of the Interconnection Terminations as well as the design route of the power arrangement to the Collocator's Adjacent On-site structure.

18.3.17 Adjacent Off-site Arrangement

18.3.17.1 Adjacent Off-site Structure Arrangements

18.3.17.1.1 If the Collocator elects to provide an Adjacent Off-site Arrangements structure as defined in Section 2 of this Attachment and as described in Section 7.6.1.6 preceding, when all available space is Legitimately Exhausted inside AT&T-13STATE Eligible Structure and Collocator's Adjacent On-site Space is not within fifty (50) feet of the Eligible Structure's outside perimeter wall, AT&T-13STATE will provide the following sub-elements to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of AT&T-13STATE's Central Office or Eligible Structure. When the Collocator elects to collocate by Adjacent Off-site Arrangement, the Collocator shall provide both AC and DC Power required to operate such facility. Rates and charges for these sub-elements are found in the Collocation Rate Summary.

18.3.17.2 Planning Fee Adjacent Off-site Arrangement

18.3.17.2.1 Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent Off-site structure and AT&T-13STATE on an initial or subsequent Adjacent Off-site collocation application. This fee recovers the design route of the Interconnection Terminations to the Collocator's Adjacent Off-site structure. Rates and charges are found in the Collocation Rate Summary.

18.3.18 Conduit Space for Adjacent Off-site Arrangement

18.3.18.1 Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between AT&T-13STATE designated manhole and the cable vault of the eligible structure. Rates and charges are as found in the Collocation Rate Summary following.

18.3.19 Two Inch Vertical Mounting space in CEVs, Huts and Cabinets

18.3.19.1 A two-inch vertical mounting space in a standard equipment mounting in a CEV, Hut or cabinet for the placement of equipment. The number of two-inch vertical mounting spaces required is determined by the size of the equipment to be placed plus additional space required for heat dissipation and ventilation of the equipment to be placed in adjacent equipment.

18.3.20 Miscellaneous Charges (Optional)

18.3.20.1 Consists of charges for miscellaneous construction-related items associated with Cageless Pot Bay or cabinet.

18.3.21 Collocation to Collocation Connection

18.3.21.1 This rate element includes physical-to-physical and physical-to-virtual connection options.

18.3.21.1.1 Fiber Cable (12 Fibers)

18.3.21.1.1.1 This rate element is for AT&T-13STATE to provide and install direct cabling using fiber cable (12 fiber pairs) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring and recurring rate.

18.3.21.1.2 Copper Cable (28 DS1s)

18.3.21.1.2.1 This rate element is for AT&T-13STATE to provide and install for direct cabling using copper cable (28 DS1s) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring charge and a monthly rate.

18.3.21.1.3 Coax Cable (1 DS3)

18.3.21.1.3.1 This rate element is for AT&T-13STATE to provide and install for direct cabling using coaxial cable (1 DS3) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring charge and a monthly rate.

18.3.21.1.4 Cable Racking and Hole

18.3.21.1.4.1 This sub-element provides for cable rack space for copper, coax and optical cabling between two (2) collocation arrangements and the required terminations at each Physical Collocation arrangement(s) at an Eligible Structure.

18.3.21.1.5 Route Design

18.3.21.1.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge.

19. COMPLETE SPACE DISCONTINUANCE, SPACE REASSIGNMENT, POWER REDUCTION AND INTERCONNECTION TERMINATION REDUCTION

19.1 This Section provides rates, terms and conditions for Complete Space Discontinuance, Space Reassignment, Power Reduction and Interconnection Termination Reduction.

19.2 Complete Space Discontinuance

The Collocator may discontinue an existing Physical Collocation Arrangement which may include equipment, equipment bays, interconnection facilities (e.g., power, timing, grounding and interconnection cabling) and Collocator infrastructure installed within its Physical Collocation space. The Collocator is required to provide a complete and accurate Physical Collocation Application requesting to discontinue its existing Physical Collocation Arrangement. The Collocator must complete the following activities within thirty (30) calendar days from the day the Physical Collocation application was submitted. If the Collocator is unable to complete the following activities within the designated time frame, the Collocator may request an additional thirty (30) calendar days to complete the activities required and monthly recurring charges will continue through this additional time frame.

(A) Remove Collocator's equipment bays (relay racks) from the Physical Collocation space, using an AT&T-13STATE approved Tier 1 or Tier 2 Installation/Removal Vendor.

(B) Remove Collocator's equipment from the Physical Collocation space, using an AT&T-13STATE approved Tier 1 or Tier 2 Installation/Removal Vendor;

(C) Remove terminations at both ends of cable (e.g. power, timing, grounding, and interconnection) and cut cables up to the AT&T-13STATE rack level. Collocator must use an AT&T-13STATE approved Tier 1 or Tier 2 Installation/Removal Vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.

(D) Remove Collocator's entrance cable between the Physical Collocation Arrangement and the first manhole in accordance with the provisions of this Section using an AT&T-13STATE approved Tier 1 or Tier 2 Installation/Removal Vendor;

(E) Remove Collocator's miscellaneous items from within the Physical Collocation space, using an AT&T-13STATE approved Tier 1 or Tier 2 Installation/Removal Vendor.

19.2.1 For complete space discontinuance, Collocator will not be responsible for repairing floor tile damaged during removal of relay racks and equipment, nor will Collocator be responsible for cable mining (removal). Instead the AT&T-13STATE will perform those tasks. Collocator will pay for those tasks through rate elements listed in Section 19.6.

19.2.2 If the Collocator fails to complete the items identified in Section 19.6 within thirty (30) calendar days after discontinuance or termination of the physical collocation arrangement, the AT&T-13STATE may complete those items and charge the Collocator for any and all claims, expenses, fees or other costs associated with any such completion by AT&T-13STATE, including any materials used and the time spent at the hourly rate for custom work. This work will be performed at the Collocator's risk and expense, and the Collocator will hold AT&T-13STATE harmless from the failure to return any equipment, property or other items.

19.2.3 When discontinuance of the Physical Collocation Arrangement involves the removal of fiber entrance cable, the Collocator's AT&T-13STATE Approved Tier 1 Installation/Removal Vendor is only responsible for physically removing entrance cables housed in conduits or inner-ducts and may do so only after the AT&T-13STATE confirms that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the Central Office.

19.3 Space Reassignment

In lieu of submitting an application to discontinue a Physical Collocation Arrangement per Section 19.2, above the Collocator ("Exiting Collocator") may reassign the Physical Collocation Arrangement to another Collocator ("Collocator Assignee") subject to certain terms and conditions outlined below. Any such reassignment of the Physical Collocation Arrangement may not occur without the written consent of AT&T-13STATE. In order to request consent to assign a Physical Collocation Arrangement, either the Collocator Assignee or Exiting Collocator may submit a Collocation Application on behalf of both the Exiting Collocator and Collocator Assignee, Space Reassignment shall be subject to the following terms and conditions:

19.3.1 Collocator Assignee must, as of the date of submission of the Physical Collocation Application, have an approved ICA or an effective interim ICA.

19.3.2 Exiting Collocator will be liable to pay all non-recurring and monthly recurring collocation charges on the Physical Collocation Arrangement to be reassigned until the date the AT&T-13STATE turns over the Physical Collocation Arrangement to the Collocator Assignee. Any disputed charges shall be subject to the dispute resolution provisions herein. The AT&T-13STATE's obligation to turn over the Physical Collocation Arrangement shall not arise until all undisputed charges are paid. Collocator Assignee's obligation to pay monthly recurring charges for a Physical Collocation Arrangement will begin on the date the AT&T-13STATE makes available the Physical Collocation Arrangement to the Collocator Assignee.

19.3.3 An Exiting Collocator may not reassign Physical Collocation space in a central office where a waiting list exists for Physical Collocation space, unless all Collocator's on the waiting list above the Collocator Assignee decline their position. This prohibition does

not apply in the case of an acquisition, merger or complete purchase of the Exiting Collocator's assets.

- 19.3.4 Collocator Assignee will defend and indemnify the AT&T-13STATE from any losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees) if any other person, entity or regulatory authority challenges the reassignment of any Physical Collocation Arrangement(s) or otherwise claims a right to the space subject to the reassignment.
- 19.3.5 Collocator Assignee or the Exiting Collocator shall submit one (1) complete and accurate application for each Physical Collocation Arrangement. By submitting an application for a Physical Collocation Arrangement, Collocator Assignee represents warrants and agrees that it has obtained an executed sale or lease agreement for and holds proper title to all non-AT&T-13STATE equipment and other items in or otherwise associated with each Physical Collocation Arrangement. Collocator Assignee further agrees to indemnify and hold the AT&T-13STATE harmless from any third-party claims involving allegations that Collocator Assignee does not hold proper title to such non-AT&T-13STATE equipment and other items.
- 19.3.6 AT&T-13STATE will respond to the Physical Collocation Application within ten (10) calendar days of submission of the completed application, including provision of a price quote. Collocator Assignee must pay one-hundred percent (100%) of all non-recurring charges in the price quote before AT&T-13STATE begins to convert the Physical Collocation Arrangement being reassigned. Once Collocator Assignee has paid one-hundred percent (100%) of all such non-recurring charges, the AT&T-13STATE shall finish the work to convert the space within thirty (30) calendar days. AT&T-13STATE and Collocator Assignee will coordinate all conversion work to insure that the end user customers of Collocator Assignee do not suffer disruptions of service.
- 19.3.7 Collocator Assignee may submit a security application for access to a Physical Collocation Arrangement simultaneously with the Physical Collocation Application. If a completed security application is provided at the time the Collocation Application is filed, the security cards will be made available at the time that the collocation space is turned over. If the security application is not provided at the time that the Collocation Application is filed, then Collocator Assignee may submit a security application for access at any time and the terms and conditions as provided in Section 18.3.6 will apply. In no event will the security cards be provided to the Collocator Assignee before the assigned space is turned over.
- 19.3.8 Collocator Assignee assumes each Physical Collocation Arrangement "as is" which means that AT&T-13STATE will make no changes to the Physical Collocation Arrangement, including no changes to power, interconnection and entrance facilities. Any modifications to such Physical Collocation Arrangement by Collocator Assignee must be submitted via a separate augment application (or as otherwise provided by the applicable ICA).
- 19.3.9 This Section 19.3 does not affect any obligations arising outside of this Collocation Agreement.
- 19.4 Power Reduction
- 19.4.1 The Collocator may request to decrease the amount of existing power available to a Physical Collocation Arrangement. This can be done either by disconnecting and removing a power cable feed or by replacing the existing fuse with a fuse of a lower breakdown rating on a power cable feed. If the Collocator desires to disconnect a power arrangement (A&B feed), the Collocator will be responsible for paying the costs to

remove the A&B power cable feeds that make up the power arrangement. If the Collocator desires to reduce the amperage on a power cable feed, the Collocator will be responsible for paying the costs necessary to change the fuse that serves the A&B feeds at the AT&T-13STATE power source. In either case, the Collocator must maintain a minimum amount of power on at least one power arrangement (A&B feed) to service their Physical Collocation Arrangement when submitting their power reduction request. The Collocator shall submit an augment application in order to process this request.

- 19.4.2 If the Collocator desires to only reduce the fuse capacity on an existing power arrangement (A&B feed) rather than disconnect and remove cable to an existing power arrangement, they may only reduce the fuse size to the lowest power amp increment offered in this Attachment referenced in Section 18.3.3.1. Different minimum amp increments apply for power arrangements fed from either an AT&T-13STATE BDFB or a AT&T-13STATE Power Plant. When the Collocator is requesting to reduce the fuse capacity only, the fees referenced in Section 19.9 will apply. When the Collocator has only one power arrangement (A&B feed) serving their Physical Collocation Arrangement, a fuse reduction is the only power reduction option available to the Collocator.
- 19.4.3 When a power reduction request involves a fuse change only on a power arrangement serviced from the AT&T-13STATE BDFB (i.e. power arrangements less than or equal to a fifty (50) amp A feed and a fifty (50) amp B feed) the Collocator must hire an AT&T-13STATE Approved Tier 1 Vendor to coordinate fuse changes at the AT&T-13STATE BDFB. Applicable fees referenced in Section 19.9 will still apply. When a power reduction request involves a fuse change on a power arrangement serviced from the AT&T-13STATE Power Plant (i.e. power arrangements consisting of a one-hundred (100) amp A feed and a one-hundred (100) amp B feed and above), the AT&T-13STATE shall coordinate the fuse changes at the AT&T-13STATE Power Plant.
- 19.4.4 When a power reduction request requires disconnecting and removing a power cable feed from either the AT&T-13STATE's BDFB or Power Plant, the AT&T-13STATE approved Tier 1 Vendor will perform the power cable removal work above the rack level (cable mining). Applicable fees referenced in Section 19.8 will apply. Within thirty (30) days after submitting its power reduction request to disconnect and remove a power arrangement, the Collocator must perform the following activity:
- (A) Remove terminations at both ends of the power cable feed and cut cables up to the AT&T-13STATE rack level. Collocator must use a AT&T-13STATE approved Tier 1 Installation/Removal Vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.
- 19.4.5 When the Collocator has multiple power arrangement serving a Physical Collocation Arrangement (i.e., one power arrangement consisting of fifty (50) amps on the A feed and fifty (50) amps on the B feed and a second power arrangement consisting of twenty (20) amps on the A feed and twenty (20) amps on the B feed), the Collocator has the option of either fusing down the fifty (50) amp power arrangement (A&B feed) or disconnecting and removing the power cable feed from the fifty (50) amp power arrangement (A&B feed). If the Collocator chooses to disconnect and remove the power cable feed from a power arrangement (A&B feed), then the charges referenced in Section 19.8 will apply. If the Collocator has multiple power arrangements (A&B feed) where they can request both a fuse reduction and a power cable removal for one Physical Collocation Arrangement [i.e. reduce one power arrangement from fifty (50) amps (A&B feed) to twenty (20) amps (A&B feed) and remove the power cable from a second power arrangement from fifty (50) amps (A&B feed) to 0 amps (A&B feed)], then the project management fee for power cable removal referenced in Section 18.8 will apply in

addition to the individual charges referenced in either Section 19.8, or 19.9 associated with the overall power reduction request.

- 19.4.6 For any power reduction request (one which involves either a disconnect and removal, refusing only, or a combination of the two), the Collocator must submit an augment application for this request along with the appropriate application and project management fees referenced in Section 19.8. The same augment intervals that are outlined in this Attachment for adding power will apply to power reduction requests.

19.5 Interconnection Termination Reduction

- 19.5.1 The Collocator may request a reduction of the existing amount of interconnection terminations that service a Physical Collocation Arrangement. The Collocator shall submit an augment application in order to process this request. The Collocator must maintain at least one minimum interconnection arrangement increment authorized in Sections 18.3.9.1.1.1, 18.3.9.1.2.1, 18.3.9.1.3.1 or 18.3.10. The same augment intervals that are outlined in this Attachment for adding interconnection terminations will apply to interconnection termination reductions.

- 19.5.2 Interconnection termination reduction requests will always require the disconnection and removal of interconnection cable. The AT&T-13STATE will perform the interconnection cable removal work above the rack level (cable mining). Applicable fees referenced in Section 19.10 will apply. Within thirty (30) days after submitting its interconnection termination reduction request to disconnect and remove an interconnection arrangement from its Physical Collocation Arrangement, the Collocator must perform the following activity:

(A) Remove terminations at both ends of the interconnection cable and cut cables up to AT&T-13STATE rack level. Collocator must use an AT&T-13STATE approved Tier 1 Installation/Removal Vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.

19.6 Rate Element Descriptions for Complete Space Discontinuance

(A) Application Fee - The charge assessed by the AT&T-13STATE to process the Collocator's application for Physical Collocation Arrangements.

(B) Project Management Fee - Complete Space Discontinuance - Reflects the AT&T-13STATE's labor costs to project manage the complete discontinuance of the Collocator's space. The labor costs include the AT&T-13STATE engineering and real estate costs for planning design of floor tile restoration, interconnection, power and entrance cable removal, stenciling, floor plans, and DC power records.

(C) Remove Fiber Jumpers - Remove four fiber jumpers from the fiber protection system raceway.

(D) Remove Fiber Cables - Remove fiber cable sheaths (1-216 fibers) on dedicated fiber racking. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, waxed cable cord/twine, gray paint for removing plotter paper for Central Office drawings and transportation and taxes as appropriate.

(E) Remove VF/DS0 Cable - Remove cable sheaths totaling one hundred (100) pairs and each one hundred (100) pair connecting block from the MDF or IDF. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, gray paint for removing stenciling on frame, fire stop material, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.

(F) Remove DS1 Cable - Remove two sheaths, on transmit and one receive, comprising of a total of twenty-eight (28) DS1 circuits to an existing DSX1 panel.

Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, blank labels for DSX shelf, 8.5"x11" paper for engineering job order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.

(G) Remove DS3 Cable (Coax) - Remove two (2) coax cables per DS3 circuit to an existing DSX3 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, fire stop material, blank labels for DSX shelf, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.

(H) Remove Timing Cable - Remove a single timing lead (P7 wire). Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, CO timing book sheet, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.

(I) Remove Power Cable - Distribution from the AT&T-13STATE BDFB (sixty (60) amp A feed and sixty (60) amp B feed and below power arrangements) – Remove four (4) power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from BDFB, and updating documents as required.

(J) Remove Power Cable - Distribution from the AT&T-13STATE Power Board (100 amp A feed and 100 amp B feed & above) - Remove 750 MCM cable (4 runs @ 180 feet), and remove and junk fuses and power panel. Removal activity also requires cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, gray paint for removing stenciling on Power Board, fire stop material, blank labels for BDFB, yellow job wallet, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.

(K) Remove Cage Grounding Material - Remove collocation cage grounding lead and ground bar. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, yellow job wallet, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.

(L) Remove Fiber Entrance Cable - Remove fiber entrance cable from 1st manhole closest to the Central Office through cable vault to its endpoint termination in the collocation space (average 300' of cable). Removal activity also requires infrastructure maps and records, engineering work order, pump/ventilate manhole, safety inspection and removal of safety hazards, fire stops, and mechanized cable pulling tools.

(M) Restore Floor Tile - Standard Bay - Remove floor tile and Drive Anchors Flush with Floor Slab, install 547 Floor Patch, apply floor adhesive, and install Vinyl Composite Floor Tile (VCT). Clean and Wax Floor Tile, abatement of asbestos containing Floor Tile, and Air Monitoring for Abatement.

(N) Restore Floor Tile – Non-Standard Bay - Remove floor tile and Drive Anchors Flush with Floor Slab, install 547 Floor Patch, apply floor adhesive, and install Vinyl Composite Floor Tile (VCT). Clean and Wax Floor Tile, abatement of asbestos containing Floor Tile, and Air Monitoring for Abatement.

Note 1 for Material: Cable scrap boxes are designed for cable cut into three (3) foot lengths. This box is capable of handling 1000 pounds of weight, supporting forklift forks or floor jack lifts, moisture resistant, puncture resistant, and designed to be loaded into railroad cars for shipping.

19.7 Rate Element Descriptions for Space Reassignment

- (A) Application Fee - The charge assessed by AT&T-13STATE to process the Collocator's application for Physical Collocation Arrangements.
- (B) Project Management Fee - Space Reassignment/Restenciling - This fee applies to Space Reassignment request when a "Collocator Assignee" chooses to assign the rights to a Physical Collocation Arrangement from an "Exiting Collocator". The charge reflects the AT&T-13STATE's labor costs to project manage the changes/removals and update Central Office inventory/provisioning records, stenciling, floor plans, and DC power records associated with serving the Physical Collocation Arrangement.
- (C) Restencil DS0/DSL Block - The charge to remove/change stenciling on MDF or IDF per one hundred (100) pair blocks.
- (D) Restencil DS1 Block - The charge to remove/change stenciling on DSX1 panel per twenty-eight (28) DS1s.
- (E) Restencil DS3 Block - The charge to remove/change stenciling on DSX3 panel per DS3.
- (F) Restencil Fiber Cable Block - The charge to remove/change stenciling on FDF per twelve (12) pair cable.
- (G) Restencil Fiber Jumper Block - The charge to remove/change stenciling on FDF per four (4) fiber jumpers.
- (H) Restencil Power - The charge to remove/change stenciling on power source and tag power cables per one to four (1-4) fuses.
- (I) Restencil Timing - The charge to remove/change stenciling on timing source and tag timing cables per two (2) cable feeds.
- (J) Timing Record Book Update - The charge to update timing records when changes/removals occur.
- (K) Interconnection Records Update - The charge to update interconnection records when changes/removals occur.
- (L) Power Records Update - The charge to update power records when changes/removals occur.
- (M) Vendor Engineering - The labor costs for AT&T-13STATE Tier 1 Installation/Removal Vendor to write the specifications to perform the restenciling job including travel time and site visit.

19.8 Rate Element Descriptions for Power Reduction (cable removal)

- (A) Application Fee - The charge assessed by the AT&T-13STATE to process the Collocator's application for Physical Collocation Arrangements.
- (B) Project Management Fee - Power Reduction (cable removal) - Reflects AT&T-13STATE's labor costs to manage the removal of the individual Collocator's power cable facilities used for or associated with serving the Physical Collocation Arrangement.
- (C) Remove Power Cable - Distribution from AT&T-13STATE BDFB (50 amp A feed and 50 amp B feed and below power arrangements) - Remove four (4) power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from BDFB, and updating documents as required.
- (D) Remove Power Cable - Distribution from AT&T-13STATE Power Board (100 amp A feed and 100 amp B feed and above) - Remove four (4) power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power

cable removal, packing and shipping, removing stenciling from Power Board, and updating documents as required.

19.9 Rate Element Descriptions for Power Reduction (re-fusing only)

(A) Application Fee - The charge assessed by AT&T-13STATE to process the Collocator's application for Physical Collocation Arrangements.

(B) Project Management Fee - Power Re-Fusing Only at AT&T-13STATE BDFB (50 amp A feed and 50 amp B feed & below power arrangements) - Reflects AT&T-13STATE's labor costs to project manage the change of the power re-fusing change on the Collocator's power services associated with serving the Physical Collocation Arrangement when power fuses are being reduced at AT&T-13STATE BDFB. This fee is applicable when the Collocator is coordinating the fuse reduction at AT&T-13STATE BDFB.

(C) Project Management Fee - Power Re-Fusing Only at AT&T-13STATE Power Board (100 amp A feed and 100 amp B feed and above power arrangements) - Reflects the AT&T-13STATE's labor costs to project manage the change of the individual Collocator's power services associated with serving the Physical Collocation Arrangement when power fuses are being reduced at AT&T-13STATE Power Board. This fee is applicable when AT&T-13STATE is coordinating the fuse reduction at AT&T-13STATE Power Board.

(D) Power Fuse Reductions on AT&T-13STATE BDFB (50 amp A feed and 50 amp B feed and below power arrangements) - The charge for AT&T-13STATE to tag cables and update Central Office power records associated with the fuse change on the AT&T-13STATE BDFB per one to four (1-4) fuses. This fee applies when the Collocator performs the fuse change at the BDFB.

(E) Power Fuse Reductions on AT&T-13STATE Power Board (100 amp A feed and 100 amp B feed and above power arrangements) - The charge for AT&T-13STATE to change the fuse at AT&T-13STATE power board, tag cables and update Central Office power records associated with fuse change on AT&T-13STATE Power Board per one to four (1-4) fuses.

19.10 Rate Element Descriptions for Interconnection Termination Reduction

(A) Application Fee - The charge assessed by AT&T-13STATE to process the Collocator's application for Physical Collocation Arrangements.

(B) Project Management Fee - Interconnection Termination Reduction - The charge reflects AT&T-13STATE's labor costs to project manage the removal of the interconnection cabling and update the interconnection block stenciling, Central Office and inventory/provisioning records associated with serving the Physical Collocation Arrangement.

(C) Remove VF/DS0 Cable - Remove cable sheaths totaling one hundred (100) pairs and each one hundred (100) pair connecting block from the AT&T-13STATE Main Distribution Frame to the Physical Collocation Arrangement.

(D) Remove DS1 Cable - Remove two (2) sheaths, on transmit and one receive, comprising of a total of twenty-eight (28) DS1 circuits to an existing DSX1 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, blank labels for DSX shelf, 8.5"x11" paper for engineering job order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.

(E) Remove DS3 Cable (Coax) - Remove two (2) coax cables per DS3 circuit to an existing DSX3 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, fire

stop material, blank labels for DSX shelf, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.

(F) Remove Fiber Cables - Remove fiber cable sheaths (1-216 fibers) on dedicated fiber racking. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, waxed cable cord/twine, gray paint for removing plotter paper for Central Office drawings and transportation and taxes as appropriate.

(G) Remove Fiber Jumpers - Remove four fiber jumpers from the fiber protection system raceway.

20. RATES AND CHARGES – AT&T-13STATE PRICING SCHEDULE (See the Collocation Rate Summary)

21. CDOW (COLLOCATOR DOES OWN WORK) - COLLOCATOR RESPONSIBILITIES

- 21.1 The Collocator may elect to provision the collocation site or the Collocator may elect to hire AT&T-13STATE to provision the collocation site per previous Sections.
- 21.2 When the Collocator selects the option to provide, install, and terminate its interconnection and power cabling with an AT&T-13STATE Approved Tier 1 Vendor, the following Sections will apply. However, the terms and conditions within CDOW are not comprehensive. There are terms and conditions from the preceding Sections of this same Attachment that still apply for CDOW for rate elements that are not specifically addressed within the Collocation Rate Summary.
- 21.3 The Collocator has the option to provide, install and terminate its interconnection cabling between the Collocator's Dedicated Space and AT&T-13STATE Main Distribution Frame or its equivalent by AT&T-13STATE Approved Tier 1 Vendor. This option is only available if Collocator does all three (3) activities associated with interconnection cabling: provide, install and terminate. The Collocator may not elect to do some but not all the activities. Collocator must indicate on its Physical Collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its power cable leads described in Section 21.6.2 below. If Collocator selects this option, AT&T-13STATE will install and stencil termination blocks or panels at AT&T-13STATE Main Distribution Frame or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to the Collocator. Intervals and provisioning for this option are found Section 8.2. The Collocator's AT&T-13STATE Approved Tier 1 Vendor must obtain an approved Job Start Agreement (JSA) and/or Method of Procedure (MOP) from AT&T-13STATE and follow AT&T-13STATE's Technical Publication TP 76300 for installation of equipment and facilities.
- 21.4 The Collocator has the option to provide, install, and terminate its power cable leads between Collocator's Dedicated Space and AT&T-13STATE's Battery Distribution Fuse Bay (BDFB) by using an AT&T-13STATE Approved Tier 1 Installation Vendor. When AT&T-13STATE designated power termination point is at the Power Plant Primary Distribution, the Collocator's AT&T-13STATE Approved Power Installation Vendor will provide and install the power cable leads, but not terminate. The Collocator must contact AT&T-13STATE Project Manager five (5) business days prior to scheduling a request for the termination of the Collocator's power cable leads to AT&T-13STATE Power Plant Primary Distribution, which will be performed by AT&T-13STATE. This option is only available if the Collocator does all three (3) activities associated with the power cable lead unless described otherwise within this Section. The

Collocator may not elect to do some but not all the activities unless otherwise permitted in this Section. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its interconnection cabling described in Section 21.3 above. Intervals and provisioning for this option are found in Section 21.3. The Collocator's AT&T-13STATE Approved Power Installation Vendor must obtain an approved Job Start Agreement (JSA) and/or Method of Procedures (MOP) from AT&T-13STATE and follow AT&T-13STATE's Technical Publication TP 76300 for installation of equipment and facilities.

21.5 Interval (Collocator Installs Interconnection and Power Cabling)

21.5.1 The intervals set forth in this Section apply only when Collocator installs interconnection and power cabling. AT&T-13STATE will notify Collocator as to whether its request for space is granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Physical Collocation Application. If AT&T-13STATE determines that Collocator's Physical Collocation Application is unacceptable, AT&T-13STATE shall advise Collocator of any deficiencies within this ten (10) calendar day period. AT&T-13STATE shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Physical Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Physical Collocation Application will not be considered a deficiency. If these types of changes are requested while application is in queue, the application will be rejected.

21.5.2 The delivery interval relates to the period in which AT&T-13STATE shall construct and turnover to the Collocator's the requested Physical Collocation Space. The delivery interval begins on the date AT&T-13STATE receives an accurate and complete Physical Collocation Application from the Collocator. The Collocator must provide AT&T-13STATE, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application) or the delivery interval provided will not commence until such time as AT&T-13STATE has received such response and payment. If the Collocator has not provided AT&T-13STATE such response and payment by the twelfth (12) calendar day after the date AT&T-13STATE notified Collocator its request has been granted, the application will be canceled. Dedicated Space is not reserved until AT&T-13STATE's receipt of the confirmatory response in writing from the Collocator with applicable fees.

21.5.3 The delivery interval for Caged or Cageless Physical Collocation is determined by AT&T-13STATE taking into consideration the various factors set forth in Table 1 below including, without limitation, the number of all Physical Collocation Applications submitted by Collocator, the type of Dedicated Space available for collocation, and the need for additional preparation of the space such as overhead racking, additional power or HVAC.

21.5.3.1 The delivery interval assigned will be provided to the Collocator by AT&T-13STATE with the ten (10) calendar day space notification. Each complete and accurate Physical Collocation Application received by AT&T-13STATE from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Number of All Applications submitted by One Collocator per state or metering region	Overhead Iron/Racking Exists for Active Collocation Space Use	Overhead Iron/Racking Does Not Exist for Active Collocation Space Use	Additional Power or HVAC is not Required for the assigned Inactive Collocation Space Use	Additional Power or HVAC is Required for the assigned Inactive Collocation Space Use
1 - 10	60 calendar days	80 calendar days	140 calendar days	180 calendar days
11 – 20	65 calendar days	85 calendar days	145 calendar days	185 calendar days

- 21.5.3.2 Should the Collocator submit twenty-one (21) or more applications within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above. For example, but not by way of limitation, if a Collocator submits twelve (12) Caged/Cageless Physical Collocation Applications in a state, the delivery intervals assigned by AT&T-13STATE will depend on which variables apply within each Eligible Structure Physical Collocation is requested.
- 21.5.3.3 If Applications (1-4) are for Physical Collocation Space where Active Collocation Space is available and overhead iron/racking exists, the delivery intervals assigned will be sixty (60) days. If Applications (5-6) are for Physical Collocation Space and only Inactive Collocation Space exists and additional power or HVAC is not required, the delivery interval assigned will be one hundred forty (140) calendar days. If Applications (7-12) are for Physical Collocation Space where Active Collocation Space is available and overhead iron/racking does not exist, the delivery intervals assigned to Applications (7-10) will be eighty (80) calendar days and for Applications (11-12) will be assigned eighty-five (85) calendar days.
- 21.5.4 The second fifty percent (50%) payment must be received by AT&T-13STATE prior to the space being turned over to the Collocator. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator by AT&T-13STATE.
- 21.5.5 For the following Augments, the Collocator must submit a complete and accurate Physical Collocation Application, along with an up-front payment of the Planning Fee and fifty percent (50%) of all applicable non-recurring charges.
- 168 DS1 connections and/or
 - 48 DS3 connections and/or
 - 400 Copper shielded cable pair connections
 - 12 fiber pair connections
- 21.5.5.1 Applications (except requests for Adjacent Structure Collocation) received by AT&T-13STATE from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above intervals. The Caged and Cageless Collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by AT&T-13STATE.
- 21.5.5.2 The delivery interval for the above Augments is determined by AT&T-13STATE taking into consideration the various factors set forth in Table 2 below including, without

limitation, the number of all Physical Collocation Applications for the above Augments submitted by Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead iron/racking and additional power.

- 21.5.5.3 The delivery interval assigned will be provided to the Collocator by AT&T-13STATE with the ten (10) calendar day Augment notification. Each complete and accurate Physical Collocation Application received by AT&T-13STATE from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Table 2

Number of All Applications submitted by One Collocator per state or metering region	Necessary Elements such as Iron/Racking and Power exist for Physical Collocation Use	Necessary Elements such as Iron/Racking and Power does not exist for Physical Collocation Use
1 – 10	30 calendar days	60 calendar days
11- 20	35 calendar days	65 calendar days

- 21.5.5.4 Should the Collocator submit twenty-one (21) or more Physical Collocation Applications for cabling Augments within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to a Physical Collocation Application for cabling Augments will be treated as a new application and will be subject to the delivery intervals set forth in Table 2 above. All applications received by AT&T-13STATE from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.

For example, but not by way of limitation, if a Collocator submits twelve (12) Physical Collocation Applications for cabling Augments in a state, the delivery intervals assigned will depend on which variables apply within each Eligible Structure requested:

- If Applications (1-4) are for Physical Collocation cabling Augments where necessary elements such as overhead iron/racking and power exists, the delivery interval assigned will be thirty (30) days. If Applications (5-12) are for Physical Collocation where necessary elements such as overhead iron/racking and power does not exists, the delivery interval assigned to Applications (5-10) will be sixty (60) calendar days and for Applications (11-12) sixty-five (65) calendar days.

- 21.5.6 For all Augments other than provided above, AT&T-13STATE will work cooperatively with Collocator to negotiate a mutually agreeable delivery interval.

- 21.5.7 Within twenty (20) calendar days or mutually agreed upon time, from AT&T-13STATE's receipt of the confirmatory response in writing for an initial collocation arrangement to continue construction on the Physical Collocation job requested along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application), Network Support and/or appropriate departments will schedule a walk through visit with the telecommunications carrier and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

- 21.6 Rates Elements for AT&T-13STATE Central Offices

- 21.6.1 Caged Collocation

- 21.6.1.1 When Collocator constructs its own cage and related equipment, the Collocator will be subject to the AC Circuit Placement charge, which includes four inch (4") conduit and

wiring from the electrical panel to cage as set forth in the Collocation Rate Summary. This is expressed as a non-recurring charge per square foot of floor space requested.

21.6.2 DC Power Arrangement Provisioning

21.6.2.1 When the Collocator selects the option to provide and install its power cable by a AT&T-13STATE Approved Tier 1 Installation Vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. The Collocator will not be permitted access to AT&T-13STATE Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution, but AT&T-13STATE Approved Power Installation Vendor will have access. Rates for extension of power cables to the Adjacent On-site structure will not apply when provided and installed by telecommunications carriers AT&T-13STATE Approved Vendor. This is expressed as a monthly rate as specified the Collocation Rate Summary.

21.6.3 Entrance Fiber Optic Cable Arrangement

21.6.3.1 The Collocator is responsible for bringing its facilities to the entrance manhole(s) designated by AT&T-13STATE, and leaving sufficient length of the cable in the manhole for AT&T-13STATE to fully extend the Collocator-provided facilities through the cable vault to the Dedicated Space.

21.6.4 DS0 Voice Grade Interconnection Cable Arrangement

21.6.4.1 When the Collocator selects the option to provide and install its interconnection cabling by an AT&T-13STATE Approved Tier 1 Vendor, the Voice Grade Terminal blocks at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.5 DS-1 Interconnection Cable Arrangement to DCS

21.6.5.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the DS-1 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.6 DS-1 Interconnection Cable Arrangement to DSX

21.6.6.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.7 DS-3 Interconnection Cable Arrangement to DCS

21.6.7.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the DS-3 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

- 21.6.8 DS-3 Interconnection Cable Arrangement to DSX
- 21.6.8.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.
- 21.6.9 Fiber Interconnection Cable Arrangement
- 21.6.9.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the Fiber terminating panel at the FDF-1 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.
- 21.6.10 Collocation to Collocation Connection
- 21.6.10.1 This rate element includes physical to physical, and physical to virtual connection options.
- 21.6.10.1.1 Fiber Cable (12 Fiber Pairs)
- 21.6.10.1.1.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary.
- 21.6.10.1.2 Copper Cable
- 21.6.10.1.2.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary.
- 21.6.10.1.3 Coax Cable
- 21.6.10.1.3.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the charge for on-going maintenance will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary.
- 21.6.10.1.4 Cable Racking and Hole
- 21.6.10.1.4.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two (2) collocation arrangements and the required terminations at each virtual collocation arrangement(s) at an Eligible Structure. This sub-element is expressed as a monthly rate specified in the Collocation Rate Summary.
- 21.6.10.1.5 Route Design
- 21.6.10.1.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific in the Collocation Rate Summary.

**ATTACHMENT 4a -
VIRTUAL COLLOCATION**

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ATTACHMENT VIRTUAL COLLOCATION

1. GENERAL DESCRIPTION

- 1.1 This Section of the Attachment provides for Virtual Collocation for Sprint CLEC for the purpose of interconnecting to AT&T-13STATE for the transmission and routing of Telephone Exchange Service and Exchange Access pursuant to 47 U.S.C. § 251 (c)(2), and for access to AT&T-13STATE's Unbundled Network Elements ("UNEs") pursuant to 47 U.S.C. § 251(c)(3) of the Act when the virtually collocated telecommunications equipment (hereafter referred to as equipment) is provided by the Collocator.
- 1.2 The Parties intend that this Attachment contain the sole and exclusive terms and conditions by which Sprint CLEC will obtain Virtual Collocation from AT&T-13STATE pursuant to 47 U.S.C. § 251(c)(6). Except as may be specifically permitted by this Attachment, and then only to the extent permitted, Sprint CLEC and its affiliated entities hereby fully and irrevocably waive any right or ability any of them might have to purchase Virtual Collocation directly from any AT&T-13STATE tariff, and agree not to so purchase or attempt to so purchase from any AT&T-13STATE tariff that provides for 251(c)(6) Virtual Collocation. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of AT&T-13STATE to enforce the foregoing (including if AT&T-13STATE fails to reject or otherwise block applications for, or provides or continues to provide, 251(c)(6) Virtual Collocation under tariff to Sprint CLEC or any of its affiliated entities) shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder. At its option, AT&T-13STATE may either reject any application or order for 251(c)(6) Virtual Collocation submitted under tariff, or without the need for any further contact with or consent from Sprint CLEC, AT&T-13STATE may process any order for any 251(c)(6) Virtual Collocation submitted under tariff, as being submitted under this Attachment and, further, may convert any 251(c)(6) Virtual Collocation provided under tariff, to this Attachment, effective as of the later in time of the (i) Effective Date of this Agreement/Amendment, or (ii) the submission of the order by Sprint CLEC.
- 1.3 Upon request from a Collocator, AT&T-13STATE will provide one of the following maintenance alternates for its Virtual Collocation offering:
 - 1.3.1 In all of AT&T-13STATE's premises, AT&T-13STATE will offer Virtual Collocation wherein AT&T-13STATE maintains and repairs the virtually collocated equipment consistent with the rates, terms and conditions as provided for in Sections 1 through 17 of this Attachment.
 - 1.3.2 In Controlled Environmental Vault (CEV), huts and cabinets where Physical Collocation space is not available, a Collocator may opt for Virtual Collocation wherein the Collocator maintains and repairs the virtually collocated equipment as described in Section 17 following and consistent with the rates, terms and conditions as provided for throughout this entire Attachment. AT&T-13STATE may at its option, elect to offer this maintenance alternative in one or more of its Central Offices, and in one or more of its CEVs, huts and cabinets where Physical Collocation space is available. As described in Section 17, this maintenance alternative is contingent on the provision of a security escort paid for by the Collocator. In the event the FCC determines that AT&T-13STATE may not require a security escort paid for by the Collocator, then this Virtual Collocation maintenance alternative as described in this Section and in Section 17 is null and void and all Virtual Collocation will be maintained as described in Section 1 above.

- 1.4 Virtual Collocation in the Central Office is available for interconnection with AT&T-13STATE for the transmission and routing of Telephone Exchange Service and Exchange Access as well as AT&T-13STATE provided UNEs. Virtual Collocation in CEVs, huts and cabinets is available for interconnection with AT&T-13STATE provided UNEs.
- 1.5 Rates for the individual UNEs to which the Collocator wants to gain access using Virtual Collocation can be found in the Collocator's Agreement with AT&T-13STATE.
- 1.6 A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to AT&T-13STATE within AT&T-13STATE's Central Offices is contained in Section 12 (Rate Regulations). A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to AT&T-13STATE within AT&T-13STATE's CEVs, huts and cabinets is contained in 19.36.2 (Rate Elements for AT&T-13STATE CEVs, huts and cabinets).
- 1.7 Virtual Collocation provides for Interconnection to AT&T-13STATE for the Transmission and Routing of Telephone Exchange Service and Exchange Access, and for Interconnection with AT&T-13STATE provided UNEs when the Equipment is Provided by the Collocator.
- 1.8 Virtual Collocation provides for interconnection between AT&T-13STATE and the facilities of a virtual Collocator and is available for the transmission and routing of Telephone Exchange Service and Exchange Access in AT&T-13STATE Central Offices and for interconnection with AT&T-13STATE provided UNEs in AT&T-13STATE Central Offices and CEVs, huts and cabinets.
- 1.9 Virtual Collocation is available at AT&T-13STATE wire centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4 and in AT&T-13STATE CEVs, huts and cabinets. Upon request, AT&T-13STATE will provide a listing of locations of AT&T-13STATE's CEVs, huts or Cabinets.
- 1.10 The rate elements provided in this Attachment are required when Collocator uses Virtual Collocation equipment to access UNEs. Such access is provided through cross connects purchased from the Agreement. UNEs including associated cross connects are obtained from the Agreement between the Collocator and AT&T-13STATE. Cross connects associated with UNEs establish the circuit between the virtually collocated equipment, and these cross connects are the point at which services provided and purchased from the Agreement begin. Virtually collocated equipment is available as follows:
 - 1.10.1 A Collocator shall purchase from the vendor the equipment to be virtually collocated subject to the provisions as set forth below and the equipment conforming to industry safety standards as described in AT&T-13STATE's Technical Publication <https://clec.att.com/clec/>.
 - 1.10.2 In accordance with Section 251(c)(6) of the Act, the Collocator may collocate equipment for Virtual Collocation if such equipment is necessary for interconnection to AT&T-13STATE under 47.U.S.C. § 251(c)(2) or accessing AT&T-13STATE's UNEs under 47.U.S.C. § 251(c) (3) of the FTA 96. For purposes of this Section, "necessary" means directly related to and thus necessary, required, or indispensable to interconnection or access to UNEs. Such uses are limited to interconnection to AT&T-13STATE's network "for the transmission and routing of Telephone Exchange Service or Exchange Access," or for access to AT&T-13STATE's UNEs "for the provision of a telecommunications service."

- 1.10.3 Equipment that may be collocated solely for these purposes includes: (1) transmission equipment including, but not limited to, optical terminating equipment and multiplexers; and (2) equipment being collocated to terminate basic transmission facilities pursuant to sections 64.1401 and 64.1402 of 47 C.F.R. (Expanded Interconnection) as of August 1, 1996. AT&T-13STATE is not required nor shall it permit the collocation of stand-alone switches or enhanced services equipment.
- 1.10.4 In addition, AT&T-13STATE voluntarily permits Collocator collocation of certain Multifunctional Equipment included in the definition of "advanced services equipment" in section 1.3.d of the AT&T/Ameritech Merger Conditions. Under the AT&T/Ameritech Merger Condition, "advanced services equipment" is defined as follows: "(1) DSLAMs or functionally equivalent equipment; (2) spectrum splitters that are used solely in the provision of Advanced Services; (3) packet switches and multiplexers such as ATMs and Frame Relay engines used to provide Advanced Services; (4) modems used in the provision of packetized data; and (5) DACS frames used only in the provision of Advanced Services. Spectrum splitters (or the equivalent functionality) used to separate the voice grade channel from the Advanced Services channel shall not be considered Advanced Services Equipment; any such splitters installed after the Merger Closing Date that are located at the Collocator premises shall be considered network terminating equipment."
- 1.10.5 AT&T-13STATE does not allow collocation of other Multifunctional Equipment, except that AT&T-13STATE will voluntarily allow collocation of REMOTE SWITCH MODULE (RSM) solely under the following conditions: (1) the REMOTE SWITCH MODULE (RSM) may not be used as a stand-alone switch; it must report back to and be controlled by a Collocator identified host switch and direct trunking to the REMOTE SWITCH MODULE (RSM) will not be permitted; (2) the REMOTE SWITCH MODULE (RSM) equipment must be used only for the purpose of interconnection with AT&T-13STATE's network for the transmission and routing of Telephone Exchange Service or Exchange Access or for access to AT&T-13STATE's UNEs for the provision of a telecommunications service. AT&T-13STATE voluntarily will allow Collocator to collocate, on a non-discriminatory basis, other multi-functional equipment only if AT&T-13STATE and Collocator mutually agree to such collocation.
- 1.10.6 For purposes of this Section, "Multifunctional Equipment" means equipment that has (1) functions that make the equipment "necessary for interconnection or access to UNEs" and (2) additional functions that are not "necessary" for these purposes. Such additional functions include, but are not limited to, switching and enhanced service functions. AT&T-13STATE will not allow collocation of stand-alone switching equipment or any enhanced services equipment.
- 1.10.7 AT&T-13STATE voluntarily allows Collocator to place ancillary equipment, including cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and other ancillary equipment on a non-discriminatory basis only if AT&T-13STATE and Collocator mutually agree to such placement, in AT&T-13STATE's premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.
- 1.10.8 Pending the FCC's reasonably timely remand proceedings in accordance with the Court's Opinion in GTE Service Corporation v. FCC, No. 99-1176, 2000 U.S. App. LEXIS 4111 (D.C. Cir. March 17, 2000) ("GTE Opinion"), AT&T-13STATE voluntarily will not disturb (1) equipment and (2) connection arrangements between different Collocators' equipment in an AT&T-13STATE Eligible Premises, that prior to the May 11, 2000, effective date of the GTE Opinion, were (1) in place in AT&T-13STATE or (2)

requested by Collocator and accepted by AT&T-13STATE on the same basis as under the FCC's original, pre-vacated Collocation Order (Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147, First Report and Order (FCC 99-48), 14 FCC Rcd 4761 (1999)). AT&T-13STATE's agreement not to disturb these collocation arrangements pending timely completion of the remand proceedings will immediately expire if a federal or state court or regulatory agency attempts to apply any of the most favored nation provisions of the Act, of any state Merger Conditions, or of the FCC AT&T/Ameritech Merger Conditions to such arrangements or deems such arrangements to be discriminatory vis-à-vis other carriers.

- 1.10.9 All types of network equipment placed in AT&T-13STATE network equipment areas of Eligible Structures by AT&T-13STATE or Collocator must meet AT&T-13STATE minimum safety standards. The minimum safety standards are as follows: (1) Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including AT&T-13STATE) prior to January 1, 1998 with no known history of safety problems. The Collocator will be expected to conform to the same accepted procedures and standards utilized by including AT&T-13STATE and its contractors when engineering and installing equipment.
- 1.10.10 In the event that AT&T-13STATE denied Collocation of Collocator's equipment, citing Safety Standards, AT&T-13STATE will provide within five (5) business days of Collocator's written request to AT&T-13STATE representative(s), a list of AT&T-13STATE equipment placed since January 1, 1998 within the network areas of the Eligible Premise for which Collocation was denied together with an affidavit attesting that all of such AT&T-13STATE equipment met or exceeded the then current Safety Standards when such equipment was placed in the Eligible Premise.
- 1.10.11 In the event AT&T-13STATE believes that collocated equipment is not necessary for interconnection or access to UNEs or determines that the Collocator's equipment does not meet the minimum safety standards, the Collocator must not collocate the equipment unless and until the dispute is resolved in its favor. The Collocator will be given ten (10) business days to comply with the requirements and/or remove the equipment from the collocation space if the equipment already improperly was collocated. If the Parties do not resolve the dispute pursuant to the dispute resolution procedures set forth in the Agreement, AT&T-13STATE or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute. If it is determined that the Collocator's equipment does not meet the minimum safety standards above, the Collocator must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly.
- 1.10.12 Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T-13STATE's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited. Regarding safety, and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Virtual Collocation space shall not create hazards for or cause damage to those facilities, the Virtual Collocation space, or the Eligible Structure in which the Virtual Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Virtual Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Attachment. Disputes regarding proper implementation of operating

practices or technical standards may be resolved under the standards of Sections 1.12.3 of this Attachment.

- 1.11 A Collocator may arrange for a mutually agreed upon vendor/contractor to engineer and install the virtually collocated equipment the Collocator purchases and the Collocator may pay the vendor/contractor directly. The installation contractor and their activity will be under the direction and control of Collocator who will ensure that the installation contractor meets all standards and requirements for installation of equipment, as required under this Attachment. If AT&T-13STATE chooses to have its personnel present when the Sprint CLEC equipment is installed, then AT&T-13STATE's presence will be at its own expense. However, if AT&T-13STATE demonstrates that the Sprint CLEC contractor has or would have violated any standard or requirement for installation of equipment, as required under this Attachment, the Sprint CLEC is responsible for the quantifiable expense incurred by AT&T-13STATE.
- 1.12 Federal Telecommunications Act of 1996 (the "Act")
- 1.12.1 AT&T-13STATE provides Virtual Collocation for interconnection to AT&T-13STATE for the transmission and routing of Telephone Exchange Service and Exchange Access pursuant to 47 U.S.C. § 251(c)(2), and for access to AT&T-13STATE's UNEs pursuant to 47 U.S.C. § 251(c)(3).
- 1.12.2 The use of Virtual Collocation for (1) interconnection to AT&T-13STATE or (2) access to AT&T-13STATE's UNEs, in either case pursuant to 47 U.S.C. § 251(c), is available at AT&T-13STATE wire centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4, and in AT&T-13STATE CEVs, huts and cabinets.
- 1.12.3 In addition, **the following terms and conditions contained in the AT&T-13STATE's Physical Collocation Attachment shall apply to Virtual Collocation arrangements provided under this Attachment**, and are incorporated herein by reference: Section 2-Definitions, Section 4-Limitation of Liability and Force Majeure Events, Section 5.2-Casualty Loss, Section 3.1- Certification, Section 3.3-Hazardous Waste & Materials, Section 3.4-Safety, Section 8.3-Cancellation Prior to Due Date, Section 8.9-Billing, Section 8.10- Allowance for Interruptions, Section 10.4-Threat to Personnel, Network, or Facilities, Section 10.5-Interference or Impairment, Section 10.7-Alterations, Section 13-Re-entry.

2. DEFINITIONS

- 2.1 **Act** - "Act" means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.
- 2.2 **Active Collocation Space** - Denotes the space within an Eligible Structure that can be designated for Physical Collocation which has sufficient telecommunications infrastructure systems, including power. Space within CEVs, huts and cabinets and similar Eligible Structures that can be designated for Physical Collocation is considered to be Active Collocation Space.
- 2.3 **Adjacent Off-site Arrangement** - Where Physical Collocation space within AT&T-13STATE Eligible Structure is Legitimately Exhausted, and the Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option and AT&T-13STATE shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of AT&T-13STATE's Central Office or Eligible Structure.

- 2.3.1 Such arrangement shall be used for interconnection or access to UNEs. When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may provide its own facilities to AT&T-13STATE's premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's Agreement. The rates established in this Attachment for Adjacent Off-site Arrangement apply only if Collocator's Adjacent off-site Arrangement is located on a property that is contiguous to or within one standard city block of AT&T-13STATE's Central Office or Eligible Structure.
- 2.3.2 At the time the Collocator requests this arrangement, the Collocator must provide information as to the location of the Adjacent Off-site facility, the proposed method of interconnection, and the time frame needed to complete provisioning of the arrangement. AT&T-13STATE shall provide a response to Collocator within ten (10) days of receipt of the application, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site Facility will be interconnected with AT&T-13STATE's facilities. AT&T-13STATE shall make best efforts to meet the time intervals requested by Collocator and, if it cannot meet the Collocator's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.
- 2.3.3 In the event that interior space in an Eligible Structure becomes available, AT&T-13STATE will provide the option to the Collocator to relocate its equipment from an Adjacent or an Adjacent Off-site Facility into the interior space. In the event the Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Eligible Structure will apply.
- 2.4 **Adjacent Structure** - A Collocator-provided structure placed on AT&T-13STATE property (Adjacent On-site) or non-Company property (Adjacent Off-site) adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible. AT&T-13STATE and telecommunications carrier will mutually agree on the location of the designated space on AT&T-13STATE premises where the adjacent structure will be placed. AT&T-13STATE will not unreasonably withhold agreement as to the site desired by Collocator.
- 2.5 **Augment** - A request from a Collocator to add equipment and/or cable to an existing Physical Collocation arrangement.
- 2.6 **Custom Work Charge** - Denotes the charge(s) developed solely to meet the construction requirements of the Collocator, (e.g., painting a cage). Custom work may not be charged to Collocator for any work performed which will benefit or be used by AT&T-13STATE or other collocators. AT&T-13STATE also may not impose a Custom Work Charge without the Collocator's approval and agreement that the custom work is not included in the provision of collocation as provided for in the rate elements contained in this Attachment. In the event an agreement between the Collocator and AT&T-13STATE is not reached regarding the Custom Work Charge, AT&T-13STATE shall complete construction of the Collocator's space pending resolution of the issue by the appropriate Commission and the Collocator may withhold payment for the disputed charges while the issue remains unresolved; however, any disputed Custom Work Charges paid by the Collocator or owed to AT&T-13STATE shall accrue interest at the rate established by the appropriate Commission. All Custom Work Charges that are approved by the appropriate Commission will be the basis for calculating a refund to a Collocator that has overpaid or the amount due to AT&T-13STATE that was not paid or underpaid. These overpaid or underpaid amounts will accrue at the above-stated interest rate on a monthly

basis from the date of completion of the work or the date of payment of the disputed amount, as appropriate. In the event that the requested work will benefit all or most collocators, such work shall not be considered custom work; instead, AT&T-13STATE shall file the appropriate interconnection agreement amendment. However, AT&T-13STATE shall not delay completion of such work during the agreement approval process. AT&T-13STATE shall perform such work based upon provisional rates, subject to true up.

- 2.7 **Day** - For purposes of application and/or installation intervals, “day” denotes calendar days unless otherwise specified. However, any time period equal to or less than five days, day denotes business day.
- 2.8 **Dedicated Space** - Denotes the space dedicated for the Collocator’s Physical Collocation arrangement located in AT&T-13STATE Eligible Structure.
- 2.9 **Eligible Structure** - Eligible Structure refers to AT&T-13STATE’s Central Offices and serving wire centers, as well as all buildings or similar structures owned or leased by AT&T-13STATE that house its network facilities, and all structures that house AT&T-13STATE’s facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.
- 2.10 **Infrastructure Systems** - The structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems, power, high efficiency filtration, humidity controls, remote alarms, compartmentation and smoke purge.
- 2.11 **Legitimately Exhausted** - Denotes when all space in a Central Office (CO) or other Eligible Structure that can be used to locate telecommunications equipment in any of the methods of collocation available under this Attachment is exhausted or completely occupied. Before AT&T-13STATE may make a determination that space in an Eligible Structure is legitimately exhausted, AT&T-13STATE must have removed all unused obsolete equipment from the Eligible Structure and made such space available for collocation; however, removal of the equipment shall not cause a delay in AT&T-13STATE’s response to a Collocator’s application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in Attachment General Terms & Conditions, Section 14. In making this determination, AT&T-13STATE may reserve space for transport equipment for current year plus two years. Additionally, AT&T-13STATE may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of AT&T-13STATE or for future use by AT&T-13STATE or its affiliates under conditions that are more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own use. AT&T-13STATE may reserve space for Switching, Power, Main Distribution Frame (MDF), and Digital Cross Connect System (DCS)) up to anticipated Collocator growth over a 10-year life expectancy of the ultimate footprint of the equipment.
- 2.12 **Other (Inactive) Collocation Space** - Denotes the space within the Central Office that can be designated for Physical Collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other (Inactive) Collocation Space is applicable to space within Central Offices only; other Eligible Structures such as CEVs, huts, and vaults are considered Active Collocation Space for purposes of this Attachment.
- 2.13 **Preparation Charges** - Denotes those charges associated with the initial preparation of the Collocator’s Dedicated Space.

- 2.14 **Technically Feasible** - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. A rebuttable presumption that a collocation arrangement is technically feasible shall arise if the arrangement has been deployed by any incumbent local exchange carrier in the country.
- 2.15 **Telecommunications Infrastructure Space** - Denotes the square footage or linear footage of space, including common areas, used to house telecommunications infrastructure equipment necessary to support collocation space used for interconnection with or access to UNEs of AT&T-13STATE's network.

3. PROVISIONING

- 3.1 Virtual Collocation for Interconnection to AT&T-13STATE or access to AT&T-13STATE provided UNEs is ordered as set forth in AT&T-13STATE's Interconnector's Collocation Services Handbook at <https://clec.att.com/clec/> for Virtual Collocation in 13-STATES. AT&T-13STATE will designate the location or locations within its wire centers, CEVs, huts and cabinets for the placement of all equipment and facilities associated with Virtual Collocation. Virtual Collocation does not involve the reservation of segregated Central Office or CEV, hut and Cabinet space for the use of Collocator.
- 3.2 AT&T-13STATE will provide Virtual Collocation for comparable equipment as it provides to itself in the Central Office, wire center, CEV, hut or Cabinet, as the case may be.

4. COLLOCATOR RESPONSIBILITIES

- 4.1 The Collocator will provide, under this Section of this Attachment, at its expense, all facilities and equipment required to facilitate interconnection and access to AT&T-13STATE's UNEs. The Collocator will, at its expense, provide the following:
- 4.1.1 All plug-ins and/or circuit packs (working, spare, and replacements),
- 4.1.2 All unique tools and test equipment,
- 4.1.3 Any ancillary equipment and cabling used for remote monitoring and control,
- 4.1.4 Any technical publications and updates associated with all Collocator-owned and provided equipment,
- 4.1.5 All training as described in Section 12.4.16.
- 4.2 The Collocator will provide, at its expense, replacements for any recalled, obsolete, defective or damaged facilities, equipment, plug-ins, circuit packs, unique tools, test equipment, or any other item or material provided by the Collocator for placement in/on AT&T-13STATE property. Suitable replacements are to be immediately provided to AT&T-13STATE to restore equipment.
- 4.3 The Collocator will provide at least the minimum number of usable equipment spares specified by the manufacturer. Replacements must be delivered to AT&T-13STATE Central Office using the equipment spare within five (5) days of notification that a spare was used or tested defective.

5. COOPERATIVE RESPONSIBILITIES

- 5.1 AT&T-13STATE will work cooperatively with the Collocator to develop implementation plans including timelines associated with:
- 5.1.1 Placement of Collocator's fiber into the Central Office vault,
- 5.1.2 Location and completion of all splicing,

- 5.1.3 Completion of installation of equipment and facilities,
- 5.1.4 Removal of above facilities and equipment,
- 5.1.5 To the extent known, the Collocator can provide forecasted information to AT&T-13STATE on anticipated additional Virtual Collocation requirements,
- 5.1.6 To the extent known, the Collocator is encouraged to provide AT&T-13STATE with a listing of the equipment types that they plan to virtually collocate in AT&T-13STATE's Central Offices or CEVs, huts and cabinets. This cooperative effort will insure that AT&T-13STATE personnel are properly trained on Collocator equipment.

6. INTERVALS AND PROVISIONING

- 6.1 Quote Intervals
 - 6.1.1 Upon receipt of the Collocator's application and initial Planning Fee payment, AT&T-13STATE will begin development of the quotation. AT&T-13STATE will notify the Collocator as to whether its request for a Virtual Collocation arrangement has been granted or denied due to a lack of interconnection facilities or space within ten (10) calendar days of submission of the completed application.
 - 6.1.2 In responding to an application request, AT&T-13STATE shall provide the quotation of the applicable nonrecurring and recurring rates, and the estimated construction interval no later than as specified below. The Collocator has forty-five (45) calendar days from receipt of the quotation to accept the quotation. The quotation expires after forty-five (45) calendar days. After forty-five (45) calendar days, a new application and Planning Fee are required.
 - 6.1.3 Price quote intervals are as follows and will run concurrent with the ten (10) calendar day notification interval for availability of Virtual Collocation interconnection:

Number of Applications By One Collocator	Quotations Interval
1 - 5	10 Calendar Days
6 - 10	15 Calendar Days
11 - 15	20 Calendar Days
16 – 20	25 Calendar Days

- 6.1.4 Should the Collocator submit twenty-one (21) or more applications within five (5) business days, the quotation interval will be increased by five (5) business days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above.
- 6.1.5 A Collocator may obtain a shorter quote interval by scheduling a meeting with AT&T-13STATE at least twenty (20) calendar days prior to submission of the first application to discuss, coordinate and prioritize the Collocator applications.
- 6.1.6 Once AT&T-13STATE has completed its review of the Virtual Collocation application form inquiry, the entire completed quote package will be forwarded to the potential Collocator in writing with a cover letter. The Collocator has forty-five (45) calendar days to remit a signed confirmation form along with a check for fifty percent (50%) of all the applicable nonrecurring charges.
- 6.1.7 If the Collocator fails to respond within the forty-five (45) calendar day interval, should the Collocator decide at a later time to proceed with Virtual Collocation, a new application and Planning Fee will be required.

6.2 Implementation Intervals

6.2.1 A Virtual Collocation arrangement is not reserved until the quotation is accepted. When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, AT&T-13STATE will allow the Collocator's vendor to begin equipment installation no later than ninety (90) calendar days from acceptance of the quotation. The Virtual Collocation interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the Virtual Collocation area.

6.2.2 The construction intervals for Virtual Collocation arrangements are noted in Table 2-1. For Virtual Collocation in Active Collocation Space where the Collocator is requesting maximum DC Power of fifty (50) amps, either in a single or in multiple feeds of fifty (50) amps (maximum fifty (50) amps per feed), the Virtual Collocation construction intervals remain as stated below. For Virtual Collocation in Active Collocation Space where a Collocator is requesting DC Power that exceeds fifty (50) amps from a single source (e.g., 100 amps) per feed, the construction interval is ninety (90) calendar days. These same construction intervals apply for Virtual Collocation in Eligible Structures such as CEVs (Vaults), huts and cabinets.

6.2.3 When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, the construction intervals for virtual are as follows:

Table 2-1

Type	Description	Interval	Exception
Virtual	Active Collocation space	90 calendar days	With <u>AT&T-13STATE</u> installation of bays/racks/frames
Virtual	Active Collocation space	90 calendar days	With Sprint CLEC installation of bays/racks/frames

6.2.4 Where space is not suitable for Central Office equipment (e.g., it is not Active collocation space), AT&T-13STATE shall have an additional thirty (30) calendar days to prepare the space. Virtual Collocation space is not reserved until the quotation is accepted.

6.2.5 When the quotation is accepted unless otherwise mutually agreed to by the Parties in writing, AT&T-13STATE will complete construction of Active Collocation Space requests for Virtual Collocation in ninety (90) calendar days from the receipt of the Collocator's acceptance of the quotation where power is available and the Collocator is installing all of its own bays. The Virtual Collocation construction interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the collocation area. AT&T-13STATE will complete construction of Active Collocation Space requests for Virtual Collocation in ninety (90) calendar days from the receipt of the Collocator's acceptance of the quotation where AT&T-13STATE will be installing all or some of the bays. AT&T-13STATE considers power to be available if sufficient power plant capacity exists, the Battery Distribution Fuse Bay (BDFB) (if used) is within 100 feet of the Collocator's space and sufficient termination capacity on the power plant and/or Battery Distribution Fuse Bay (BDFB) exists.

6.2.6 If a completion date outside the time period required herein is not agreed to by the Parties and not resolved through the Agreement's dispute resolution procedures, the issue may be presented by either Party to the appropriate Commission for determination.

6.3 Installation of Virtual Collocation Equipment

- 6.3.1 AT&T-13STATE does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's equipment, arrangement, or facilities.
- 6.3.2 AT&T-13STATE will be responsible for using the same engineering practices as it does for its own similar equipment in determining the placement of equipment and engineering routes for all connecting cabling between collocation equipment.
- 6.3.3 In this arrangement, telecommunications equipment (hereafter referred to as equipment) is furnished by the Collocator and engineered and installed by a mutually agreed upon vendor for the Collocator. The Collocator will have the authority to select installation vendors. All installations of equipment will be in accordance with the Collocator-provided installation design and must comply with manufacturer's specifications and applicable published national standards approved by the FCC, and other governmental authorities that have jurisdiction.
- 6.3.4 The Collocator and AT&T-13STATE must jointly accept the installation of the equipment and facilities prior to the installation of any services using the equipment. As part of this acceptance, AT&T-13STATE will cooperatively test the collocated equipment and facilities with the Collocator.
- 6.3.5 AT&T-13STATE will provide a Telephone Inventory Record Keeping System (TIRKS) and/or SWITCH print out of Actual Point of Termination/Connection Facilities Assignment (APOT/CFA) to the Sprint CLEC at collocation space turnover. This information is used to request access and line sharing services. The Sprint CLEC is responsible for payment of all non-recurring charges, where applicable, prior to receiving APOT/CFA information.

6.4 Revisions

- 6.4.1 All Revisions to an initial request for a Virtual Collocation arrangement submitted by the Collocator must be in writing via a new application form.
- 6.4.1.1 Major Revisions include:
- adding telecommunications equipment that requires additional electrical power.
 - adding additional Collocator bays or equipment that impact the existing/proposed floor-space area provided to the Collocator in their quote package.
- 6.4.1.1.1 If the revision is major, a new interval for the Virtual Collocation arrangement will be established which shall not exceed two months.
- 6.4.1.2 Minor Revisions include:
- adding bays of equipment that do not significantly impact the existing/proposed electrical systems.
 - adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system.
 - adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system.
- 6.4.1.2.1 However, minor revisions will not require that a new interval be established. No additional Planning Fees shall be applicable if the revision is minor.
- 6.4.1.2.2 This list is not all-inclusive. Any revisions to the Collocator's application not specified above must be reviewed by AT&T-13STATE to determine whether the revision is major or minor.

6.5 Augments

- 6.5.1 In order to request an augment, the Collocator must submit a Virtual Collocation Application Form to AT&T-13STATE Collocation Service Center (CSC) indicating in Section 3 of the application that this is an “Augmentation to an Existing Arrangement.” The price quote will contain the charges and the construction interval for that application.
- 6.5.2 AT&T-13STATE will work cooperatively with Collocator to negotiate mutually agreeable implementation intervals for augments.

7. EQUIPMENT PROVISIONING

- 7.1 The Collocator will arrange to deliver to AT&T-13STATE Central Office where the equipment is located a reasonable number, as recommended by the manufacturer, of all appropriate plug-ins, circuit packs and cards and any other equipment, plus all necessary circuit design and provisioning information on an agreed-upon date which is no later than two (2) business days prior to the scheduled turn-up of the Collocator’s equipment.
- 7.2 For the disconnection of circuits, the Collocator will provide all circuit information no later than two (2) business days prior to the scheduled disconnection of the Collocator’s circuit.
- 7.3 AT&T-13STATE does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator’s circuits.

8. REPAIR OF EQUIPMENT

- 8.1 Except in emergency situations, the Collocator-owned fiber optic facilities and Central Office terminating equipment will be repaired only upon the request of the Collocator. In an emergency, AT&T-13STATE may perform necessary repairs without prior notification. The labor rates specified in Section 12.4.17 apply to AT&T-13STATE Central Offices and AT&T-13STATE CEVs, huts and cabinets and are applicable for all repairs performed by AT&T-13STATE on the Collocator’s facilities and equipment.
- 8.2 When initiating repair requests on Collocator owned equipment, the Collocator must provide AT&T-13STATE with the location and identification of the equipment and a detailed description of the trouble.
- 8.3 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, AT&T-13STATE will be responsible for repairing the Virtually Collocated equipment at the same standards that it repairs its own equipment.

9. MAINTENANCE OF EQUIPMENT

- 9.1 The Collocator will request any and all maintenance by AT&T-13STATE on its Virtually Collocated facilities or equipment. When initiating requests for maintenance on collocated equipment, the Collocator must provide AT&T-13STATE with the location and identification of the equipment and a detailed description of the maintenance requested.
- 9.2 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, AT&T-13STATE will be responsible for maintaining the Virtually Collocated equipment at the same standards that it maintains its own equipment.

10. ALARM COLLECTION

- 10.1 The Collocator has the ability to purchase its own remote monitoring and alarming equipment.

- 10.2 Since the maintenance of the Collocator's equipment is at the direction and control of the Collocator, AT&T-13STATE will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of the Collocator.

11. TERMINATION OF VIRTUAL COLLOCATION

- 11.1 Upon termination of the Virtual Collocation arrangement, the Collocator will work cooperatively with AT&T-13STATE to remove the Collocator's equipment and facilities from AT&T-13STATE's property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the Central Office. AT&T-13STATE is not responsible for and will not guarantee the condition of such equipment. The Collocator is responsible for arranging for and paying for the removal of virtually collocated equipment including all costs associated with equipment removal, packing and shipping. Arrangements for and the removal of the Collocator virtually collocated equipment must be made within thirty (30) business days after termination of the Virtual Collocation arrangement, unless a different time period is mutually agreed upon. AT&T-13STATE shall be responsible for exercising reasonable caution when removing virtually collocated equipment. AT&T-13STATE will only be responsible for damage done to such equipment caused by gross negligence on the part of AT&T-13STATE or its contractors during the removal process. However, Collocator will indemnify and hold AT&T-13STATE harmless for any damage done to virtually collocated equipment if AT&T-13STATE permits the Collocator to hire a contractor approved by AT&T-13STATE to remove virtually collocated equipment. Any equipment not removed in this time frame may be removed by AT&T-13STATE and stored in a non-Company location, at the expense of the Collocator. Upon termination of the Virtual Collocation, the Collocator must remove the fiber entrance cable used for the Virtual Collocation. If the entrance cable is not scheduled for removal within seven (7) days after removal of Sprint CLEC Virtual Collocation equipment, AT&T-13STATE may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable. AT&T-13STATE and the Collocator will cooperatively manage the removal process. The Collocator is only responsible for physically removing entrance cables housed in conduits or inner-ducts and will only be required to do so when AT&T-13STATE instructs the Collocator that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the Central Office.

12. RATE ELEMENTS (AT&T-13STATE DOES ALL WORK)

- 12.1 This Section contains specific regulations governing the rates and charges that apply to Virtual Collocation for the purpose of interconnecting to AT&T-13STATE under section 251(c)(2) and for access to AT&T-13STATE provided UNEs under 251(c)(3), when the Collocator provides the equipment.
- 12.2 There are two types of rates and charges that apply to the various rate elements for Virtual Collocation. These are non-recurring charges and monthly recurring rates.
- 12.3 Rates and charges specific to Virtual Collocation for interconnection with AT&T-13STATE for the transmission and routing of Telephone Exchange Service and Exchange Access under section 251(c)(2), and for access to AT&T-13STATE provided UNEs under 251(c)(3) in AT&T-13STATE's Central Offices are set forth on Attachment 2 (Rates and Charges for AT&T-13STATE Central Offices). Rates and charges specific to Virtual Collocation for access to AT&T-13STATE provided UNEs in

AT&T-13STATE CEVs, huts and cabinets are set forth on the Collocation Rate Summary (Rates and Charges for AT&T-13STATE CEVs, huts and cabinets).

12.4 Rate Elements for AT&T-13STATE Central Offices

Consistent with provisions in Section 6 of this Attachment, the following provides a list of the specific rate elements for Virtual Collocation for interconnection with AT&T-13STATE for the transmission and routing of Telephone Exchange Service and Exchange Access, and for access to AT&T-13STATE's provided UNEs to be used in conjunction with Virtual Collocation in AT&T-13STATE's Central Offices.

12.4.1 Planning Fee

12.4.1.1 The Planning Fee recovers AT&T-13STATE costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for the Collocator's request for a Virtual Collocation arrangement. The Planning Fee also provides for AT&T-13STATE personnel to survey each requested location for availability of space for the placement of entrance cables as well as to determine floor space to physically place Collocator-designated equipment expressed as a non-recurring charge. The Planning Fee is applied on an initial and subsequent basis. The initial charge will apply to the Collocator's request for a Virtual Collocation arrangement. The subsequent planning charge will apply to any additional interconnection or power arrangements. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.2 Floor Space

12.4.2.1 This sub-element provides for the "occupancy" cost per bay framework associated with using the floor space in AT&T-13STATE's Central Offices expressed as a monthly rate. Charges for the sub-elements are specified on the Collocation Rate Summary.

12.4.3 Relay Rack (Optional)

12.4.3.1 This sub-element provides the cost per Standard Bay relay rack when provided by AT&T-13STATE expressed as a monthly rate. AT&T-13STATE's Standard Bay dimensions are 7' 0" high, and have a 23" interior width, 25" exterior width, and up to 15" deep. In those cases where an individual relay rack and associated floor space are shared by AT&T-13STATE and the Collocator or among Collocators, the floor space and relay rack associated will be apportioned on a quarter rack basis. When the standard bay relay rack is provided by the Collocator, this rate element will not apply. Charges for this element are specified on the Collocation Rate Summary.

12.4.4 Common Systems Materials

12.4.4.1 This sub-element provides the infrastructure installation and maintenance of ironwork, racking, and lighting above the equipment bays. Charges for the sub-elements are specified on the Collocation Rate Summary. The common systems sub-element is distinct for standard and non-standard. In those cases where common systems materials for an individual relay rack and associated floor space are shared with the Collocator or among Collocators, the common systems materials for the floor space and relay rack associated will be apportioned on a quarter rack basis.

12.4.5 Real Estate

12.4.5.1 These rate elements provide for AT&T-13STATE to recover the costs associated with preparing the Eligible Structure for telecommunications equipment (Site Conditioning) and securing the space (Safety and Security).

12.4.5.2 Site Conditioning

12.4.5.2.1 Permits AT&T-13STATE to recover costs associated with preparing space within the Eligible Structure for telecommunications equipment. The nonrecurring charge for this sub-element is specified on the Collocation Rate Summary.

12.4.5.3 Safety and Security

12.4.5.3.1 Permits AT&T-13STATE to recover costs associated with securing the telecommunications area used for Virtual Collocation. The nonrecurring charge for this sub-element is specified on the Collocation Rate Summary.

12.4.6 Entrance Fiber Optic Arrangement

12.4.6.1 This sub-element provides for AT&T-13STATE pulling and splicing fiber cable between the manhole and cable vault, and the subsequent routing of fiber riser cable between the cable vault and Fiber Distribution Frame (FDF). (Note: virtually collocated equipment may also be connected to dedicated transport facilities provided asl UNEs in lieu the entrance fiber. When Virtually Collocated Equipment is connected to dedicated transport facilities in lieu of the entrance fiber, the terms, conditions and charges for such dedicated transport facilities are pursuant to the Agreement. No recurring or non-recurring charges for dedicated transport facilities provided as used are applicable pursuant to this Attachment). Charges for this rate element are on the Collocation Rate Summary.

12.4.6.2 Entrance Conduit, per sheath

12.4.6.2.1 This sub-element represents any reinforced passage or opening in, on, under, over or through the ground between the first manhole and the cable vault through which the fiber optic cable is placed. Charges for this element are specified on the Collocation Rate Summary.

12.4.7 DC Power Arrangement Provisioning

12.4.7.1 This sub-element is the cable and cable rack including support and fabrication material necessary to support the virtually collocated equipment expressed as a monthly rate for either 2-10 AMP feeds, 2-20 AMP feeds, 2-30 AMP feeds, 2-40 AMP feeds or 2-50 AMP feeds. Fuse panels necessary for terminating power feeds at the Collocator's equipment bay are provided by the Collocator. In the event that a Collocator requires a power arrangement that exceeds 50 AMPS from a single source, AT&T-13STATE will cooperatively work with the Collocator using comparable rate elements as the basis for such arrangements. Cable sizing is based on List 2 design loads. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.8 DC Power Amperage Charge

12.4.8.1 DC Power per AMP

12.4.8.1.1 This is a monthly recurring charge which is determined by multiplying the per DC amp rate by the total amount of DC amps provided over one of the two power feeds ordered by the Collocator for its power arrangement. By way of example, where Sprint CLEC orders DC Power in a 20-amp increment, it will be considered to have ordered two 20-amp power feeds and AT&T will provision two (2) twenty (20) AMP DC power leads that have been fused (for a combined total of forty (40) AMPs), but AT&T shall only bill Sprint CLEC the monthly recurring charge applicable to DC Power for a total of twenty (20) AMPs. The DC power charge per amp consists of the use of: DC power plant, backup generator, batteries & rectifiers, Battery Distribution Fuse Bay (BDFB), associated hardware & cabling, and AC energy to convert to DC power. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.8.2 Heating, Ventilating, and Air Conditioning (HVAC)

12.4.8.2.1 This sub-element consists of the elements necessary to provide HVAC within the Eligible Structure to the collocation arrangement and is based on the heat dissipation required for each 10 AMPS of DC Power. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.8.3 Ground Cable Arrangement

12.4.8.3.1 The Ground Cable Arrangement is the cabling arrangement designed to provide grounding for equipment per frame expressed as a monthly rate. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. Charges for this element are specified on the Collocation Rate Summary.

12.4.9 DS0 Voice Grade Interconnection Cable Arrangement

12.4.9.1 This sub-element provides for the cost associated with providing DS0 voice grade (100 pairs) non-shielded or shielded between AT&T-13STATE's Distributing Frame and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for these sub-elements are specified on the Collocation Rate Summary.

12.4.10 DS-1 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)

12.4.10.1 This sub-element provides for the cost associated with providing 28 DS-1 cabling arrangement between AT&T-13STATE's Digital Cross Connect System (DCS) functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate.

12.4.10.2 Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.11 DS-1 Interconnection Cable Arrangement to Digital System Cross-Connect Frame (DSX)

12.4.11.1 This sub-element provides for the cost associated with providing 28 DS-1 cabling arrangement between AT&T-13STATE's Digital System Cross-Connect Frame (DSX) functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.12 DS-3 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)

12.4.12.1 This sub-element provides for the cost associated with providing one DS-3 cabling arrangement between AT&T-13STATE's Digital Cross Connect System (DCS) functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.13 DS-3 Interconnection Cable Arrangement to Digital System Cross-Connect Frame (DSX)

12.4.13.1 This sub-element provides for the cost associated with providing one DS-3 cabling arrangement between AT&T-13STATE's Digital System Cross-Connect Frame functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.14 Fiber Interconnection Cable Arrangement

12.4.14.1 This sub-element provides for the cost associated with providing 12 fibers pairs between AT&T-13STATE's FDF and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.15 Timing Source Arrangement (Optional)

12.4.15.1 AT&T-13STATE provided single signal from AT&T-13STATE's timing source to provide synchronization between a Collocator's single network element and AT&T-13STATE's equipment expressed as a recurring and non-recurring rate. Charges for this sub-element, if requested by the Collocator are specified on the Collocation Rate Summary.

12.4.16 Training

12.4.16.1 AT&T-13STATE is responsible for determining when training is necessary and how many of AT&T-13STATE's employees require training to provide 24 hour a day, seven day a week coverage for the installation, maintenance and repair of Collocator's designated equipment not currently used in a wire center selected by the Collocator for Virtual Collocation. AT&T-13STATE will be limited to request training for four (4) of AT&T-13STATE's personnel per location, unless a different number is mutually agreed upon by AT&T-13STATE and Collocator.

12.4.16.2 The Collocator may have AT&T-13STATE arrange for the required training of AT&T-13STATE's personnel. The non-recurring charges applicable for training are listed on the Collocation Rate Summary.

12.4.16.3 If AT&T-13STATE chooses not to coordinate the required training, the Collocator will assume the responsibility for providing the training. It is then the responsibility of the Collocator to:

12.4.16.3.1 arrange and pay to the supplier all costs for training sessions, including the cost of the trainer(s), transportation and lodging of such trainer(s), and required course material, and

12.4.16.3.2 arrange and pay to each individual supplier all costs associated with lodging and other than domestic transportation, such as airfare, required for AT&T-13STATE employee training.

12.4.16.3.3 arrange and pay all costs associated with AT&T-13STATE employee(s) attendance at the training, including lodging and other than local transportation, such as airfare, and employee(s) labor rate for time away from the job, required for AT&T-13STATE employee training.

12.4.16.4 AT&T-13STATE will work cooperatively with the Collocator to schedule AT&T-13STATE's personnel training time required for the installation, maintenance and repair of the Collocator's designated equipment. The Collocator will be assessed two hours of the technician additional labor charge for AT&T-13STATE's personnel time required to coordinate training activities with the Collocator. The Collocator will be responsible for reimbursement of applicable Company contractual compensation obligations for time spent as a result of the necessary training. All other charges, if applicable, specified in Collocation Rate Summary will be assessed to the Collocator.

12.4.17 Maintenance and Repair Labor Rates

12.4.17.1 Maintenance of Equipment

12.4.17.1.1 This rate element is a labor rate charged by AT&T-13STATE to the Collocator for ongoing maintenance of the Collocator's equipment. Any maintenance requirements will be initiated by the Collocator. Labor rates are based upon a 1/4 hour basis and are dependent upon day of week and time of day.

12.4.17.1.2 For purposes of this Attachment, normal weekday is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. Non-recurring charges for this sub-element are specified on the Collocation Rate Summary.

12.4.17.2 Repair of Equipment

12.4.17.2.1 This rate element is a labor rate charged by AT&T-13STATE to the Collocator for repair of the Collocator's equipment. All repair will be at the direction of the Collocator.

12.4.17.2.2 Labor rates are based upon a charge for Network Operations Center (NOC) personnel to take the trouble report, create a trouble ticket, and dispatch a technician. Labor rates for actual repair of the trouble are based upon a 1/4 hour basis and are dependent upon day of week and time of day.

12.4.17.2.3 For purposes of this Attachment, normal weekday is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday excluding holidays. Non-recurring charges for this sub-element are specified on the Collocation Rate Summary.

12.4.18 Collocation-to-Collocation Connection

This rate element includes virtual-to-virtual, and virtual-to-physical connection options.

12.4.18.1 Fiber Cable (12 Fiber Pair)

12.4.18.1.1 This sub-element provides for direct cabling using fiber cable (12 fibers pairs) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified on the Collocation Rate Summary.

12.4.18.2 Copper Cable (28 DS1s)

12.4.18.2.1 This sub-element provides for direct cabling using copper cable (28 DS1s) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified on the Collocation Rate Summary.

12.4.18.3 Coax Cable (1 DS3)

12.4.18.3.1 This sub-element provides for direct cabling using coaxial cable (1 DS3) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified on the Collocation Rate Summary.

12.4.18.4 Cable Racking and Hole

12.4.18.4.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a monthly rate specified on the Collocation Rate Summary.

12.4.18.5 Route Design

12.4.18.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific on the Collocation Rate Summary.

12.4.19 Equipment Evaluation Cost

12.4.19.1 This rate element is a labor rate charged by AT&T-13STATE to the Collocator for evaluating the Collocator's equipment when not meeting Level 1 Safety requirements as set forth in Telcordia Network Equipment - Building Systems (NEBS). Charges for this element are specified on the Collocation Rate Summary.

12.4.20 Test and Acceptance

12.4.20.1 This rate element is a labor rate charged by AT&T-13STATE to the Collocator for cooperative assisting the Collocator's approved vendor in testing and accepting the

installed virtually collocated equipment. Charges for this element are specified on the Collocation Rate Summary.

12.5 Rate Elements for AT&T-13STATE's CEVs, huts and cabinets

The following provides a list of the specific rate elements for Virtual Collocation for access to AT&T-13STATE's provided UNEs in AT&T-13STATE's CEVs, huts and cabinets.

12.5.1 Entrance Cable Fiber

12.5.1.1 This sub-element provides for the engineering of a point of appearance cable termination, preparation of work order drawings, postings of the work order and cable data in the appropriate databases for inventory and provisioning purposes, excavation to expose existing subsurface facilities, pulling the Collocator-provided cable into the Eligible Structure, routing, securing and preparing the end for splicing or termination.

12.5.1.2 Charges for these sub-elements are specified on the Collocation Rate Summary.

12.5.2 Entrance Conduit

12.5.2.1 Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between AT&T-13STATE CEV, hut, or Cabinet and the Collocator structure. Rates and charges are as found on the Collocation Rate Summary.

12.5.3 DC Power Amperage Charge

12.5.3.1 This sub-element provides for the use of power in the hut, CEV, or cabinet based on the amount of mounting space that is used by the Collocator as measured in 2-inch increments. Charges for this sub-element are expressed as a recurring charge and can be found on the Collocation Rate Summary.

12.5.4 24-Foot CEV

12.5.4.1 This sub-element provides for the use of mounting space within a 24-foot CEV. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.5 16-Foot CEV

12.5.5.1 This sub-element provides for the use of mounting space within a 16-Foot CEV. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.6 Maxi-Hut

12.5.6.1 This sub-element provides for the use of mounting space within a maxi-hut. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.7 Mini-Hut

12.5.7.1 This sub-element provides for the use of mounting space within a mini-hut. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.8 Large Cabinet

12.5.8.1 This sub-element provides for the use of mounting space within a Large Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

- 12.5.9 Medium Cabinet
- 12.5.9.1 This sub-element provides for the use of mounting space within a Medium Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.
- 12.5.10 Small Cabinet
- 12.5.10.1 This sub-element provides for the use of mounting space within a Small Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.
- 12.5.11 Project Coordination Fee
- 12.5.11.1 The project coordination fee provides for AT&T-13STATE personnel to survey each requested CEV, Hut and Cabinet for availability of space for placement of copper or fiber cables as well as to determine space for any Collocator-designated equipment. This sub-element is expressed as a non-recurring charge and is specified on the Collocation Rate Summary.

13. ALTERNATIVE VIRTUAL COLLOCATION ARRANGEMENT DESCRIPTION

- 13.1 Virtual Collocation wherein the Collocator maintains and repairs the virtually collocated equipment.
- 13.2 For purposes of virtually collocating equipment, AT&T-13STATE shall determine which Eligible Structures require access to CEVs, huts, or manholes containing concentrated cabling and other forms of equipment that requires drawings, schematics, or other engineering documents that aide in the prevention of accidental network outages. The drawings, schematics, or other engineering documents shall denote the location of the requesting Collocator's equipment and cabling without disclosing identity of equipment and cabling belonging to AT&T-13STATE and other Collocators.
- 13.3 After Collocator has been provided with written notification by AT&T-13STATE that access to CEVs, huts, or manholes containing concentrated cabling and other forms of equipment requires drawings, schematics, or other engineering documents that aide in the prevention of accidental network outages, Collocator may not enter an Eligible Structures without obtaining updated copies of drawings, schematics, or other engineering documents. Upon request, AT&T-13STATE shall immediately make available to Collocator those drawings, schematics, or other engineering documents that identify the location of the requesting Collocator's equipment and cabling. In the event the requested documents are not immediately available, AT&T-13STATE shall not prevent the Collocator from entering the Eligible Structure. If AT&T-13STATE does not immediately make the requested documents available to a Collocator and the Collocator enters the Eligible Structure, AT&T-13STATE shall deliver the requested documents to Collocator immediately upon locating same.
- 13.4 AT&T-13STATE will provide a security escort with the Collocator paying the expense for the escort. AT&T-13STATE will provide the security escort as soon as reasonably possible, or within the time frame agreed to by the Parties, at the time of notice. In the event the FCC determines that AT&T-13STATE may not require a security escort paid for by the Collocator, then this Virtual Collocation maintenance alternative as described in this Section and in Section 1.24 of this Attachment is null and void, and all Virtual Collocation will be maintained by AT&T-13STATE as described in Section 1.3 of this Attachment.
- 13.5 Prior to entering an Eligible Structure that requires drawings, schematics, or other engineering documents, Collocator must provide AT&T-13STATE with reasonable

notice of the entry. Notice will be provided to AT&T-13STATE's Local Operations Center, which will be available to receive notice twenty-four (24) hours a day, seven (7) days a week. Collocator providing notice to AT&T-13STATE's Local Operations Center must specify the title and date of all drawings, schematics, or other engineering documents that will be used while in the Eligible Structure.

- 13.6 The Collocator shall conduct background checks of the technicians who have access to the collocation space. Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of AT&T-13STATE security standards. Disciplinary procedures shall be established in accordance with Section 14.3 of this Attachment to ensure the safety and integrity of the Eligible Structure, including, e.g., procedures that require the responsible employee to be terminated for certain specified actions that damage or place the equipment of AT&T-13STATE or other Collocators in jeopardy.
- 13.7 AT&T-13STATE may use security devices, e.g., identification swipe cards, keyed access, and/or logs, as appropriate for the Eligible Structure where collocation will take place.
- 13.8 AT&T-13STATE shall be permitted to recover the cost of such security devices from the Collocator in a reasonable manner. The Collocator shall provide indemnification and insurance to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by AT&T-13STATE's equipment suppliers with equivalent access.
- 13.9 Provisioning of equipment required for Virtual Collocation, e.g., power arrangements and interconnection arrangements will be provided in accordance with this Attachment.

14. OBLIGATIONS OF THE COLLOCATOR

- 14.1 Indemnification of AT&T-13STATE Indemnification is governed by the General Terms and Conditions of this Agreement.
- 14.2 Insurance
 - 14.2.1 Sprint CLEC shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 8 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a BEST Insurance Rating of A-:VII (A-:seven).
 - 14.2.2 Sprint CLEC shall maintain the following specific coverage:
 - 14.2.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). AT&T shall be named as an ADDITIONAL INSURED on ALL applicable policies as specified herein.
 - 14.2.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.

- 14.2.2.3 Sprint CLEC may elect to purchase business interruption and contingent business interruption insurance, having been advised that AT&T assumes no liability for loss of profit or revenues should an interruption of service occur.
- 14.2.3 All policies purchased by Sprint CLEC shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by AT&T. All insurance must be in effect on or before the date equipment is delivered to the Premises and shall remain in effect for the term of this Attachment or until all of Sprint CLEC's property has been removed from the Premises, whichever period is longer. If Sprint CLEC fails to maintain required coverage, AT&T may pay the premiums thereon and seek reimbursement of same from Sprint CLEC but only for the period of non-compliance. An invoice by AT&T-13STATE to the Collocator will invoice all costs to obtain insurance through the point in time when the Collocator's certificate of coverage is received. If AT&T-13STATE has paid insurance on behalf of the Collocator for any time period in advance of the point where AT&T-13STATE receives Collocator's insurance certificate, then the Collocator will be required to reimburse AT&T-13STATE for that future time period unless the insurance carrier reimburses AT&T-13STATE for that future time period.
- 14.2.4 Sprint CLEC shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Sprint CLEC shall arrange for AT&T to receive thirty (30) days advance notice of cancellation from Sprint CLEC's insurance company. Sprint CLEC shall forward a certificate of insurance and notice of cancellation to AT&T at the following address:
- AT&T Collocation Service Center
1410 E. Renner Road
Richardson, TX 75082
- 14.2.6 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

15. COOPERATIVE RESPONSIBILITIES

- 15.1 Qualification of Collocator
- 15.1.1 Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of AT&T-13STATE's security standards. Collocator personnel and technicians will undergo the same level of security training, or its equivalent that AT&T-13STATE's own employees and authorized contractors must undergo. AT&T-13STATE will not, however, require Collocator to receive security training from AT&T-13STATE, but will provide information to Collocator on the specific type of training required. Collocator can then provide its employees with their own security training. Qualification program and security training details shall be included in AT&T-13STATE's Interconnector's Collocation Services Handbook at <https://clec.att.com/clec/> for Virtual Collocation in 13-STATES.

16. RATE REGULATIONS

The rate element descriptions and rates and charges included in Section 14 preceding apply to this Virtual Collocation alternative wherein the Collocator maintains and repairs the virtually collocated equipment. Additional rate elements and rates apply to this alternative as provided for below.

16.1 Rate Elements for AT&T-13STATE's Offices

16.1.1 This security escort charge consists of the charges for AT&T-13STATE provided security escorts for Collocator Vendor's access to their Virtual Collocation space in staffed and unstaffed Central Offices. Any escort requirements will be initiated by the Collocator. Labor rates are based upon a ¼ hour basis and are dependent upon day of week and time of day. For purposes of this Attachment, normal week day is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. The billing period will start at the time the technician is contacted. This will allow for travel time to reach the agreed meet point. Access requests outside of normal business hours or for unstaffed Central Offices which are cancelled will be subject to the minimum four (4) hour call out charge. Non-recurring charges for this sub-element are specified on the Collocation Rate Summary.

16.2 Rate Element for AT&T-13STATE's CEV, Hut, and Cabinets

16.2.1 The security escort charge consists of the charges for AT&T-13STATE provided security escorts for Collocator Vendor's access to their Virtual Collocation space in CEVs, huts and cabinets. Any escort requirements will be initiated by the Collocator. Labor rates are based upon a 1/4 hour basis. The billing period will start at the time the technician is contacted. This will allow for travel time to reach the agreed upon meet point. Access requests which are cancelled will be subject to the minimum four (4) hour call-out charge. Rates and charges are as found on the Collocation Rate Summary.

16.3 Application of Rates and Charges

16.3.1 Beginning on and after the Effective Date of this agreement, the Parties agree that the rates and charges for Collocation shall be as set forth in this Attachment and in the Pricing Schedule applicable to collocation ("Collocation Rates"). The Parties agree that the Collocation Rates shall apply, on a prospective basis only, beginning on the Effective Date of this agreement, to all existing Sprint CLEC collocation arrangements, including those established before the Effective Date of this agreement. Because the Collocation Rates will apply on a prospective basis only, neither Party shall have a right to retroactive application of the Collocation Rates to any time period before the Effective Date, and there shall be no retroactive right of true-up for any time period before the Effective Date.

17. CDOW (CLECs DOING OWN WORK) - COLLOCATOR RESPONSIBILITIES

When the Collocator selects the option to provide, install, and terminate its interconnection and power cabling with an AT&T-13STATE Approved Vendor, the following Sections will apply. However, the terms and conditions within CDOW are not comprehensive. There are terms and conditions from the preceding Sections of this same Attachment that still apply for CDOW for rate elements that are not specifically addressed within Section 17 following.

17.1 Interconnection Cable

17.1.1 The Collocator has the option to provide, install and terminate its interconnection cabling between the Collocator's dedicated space and AT&T-13STATE Main Distribution Frame (MDF) or its equivalent by AT&T-13STATE Approved Vendor. This option is

only available if Collocator does all three (3) activities associated with interconnection cabling: provide, install and terminate. The Collocator may not elect to do some but not all the activities. Collocator must indicate on its Virtual Collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its power cable leads described in Section 17.2. If Collocator selects this option, AT&T-13STATE will install and stencil termination blocks or panels at AT&T-13STATE Main Distribution Frame (MDF) or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to the Collocator's AT&T-13STATE Approved Vendor. Intervals and provisioning for this offering are found in Section 17.3.1 through 17.3.5. The Collocator's AT&T-13STATE Approved Vendor must obtain an approved Method Procedure (MOP) from AT&T-13STATE and follow AT&T-13STATE's Technical Publication TP 76300MP for installation of equipment and cable facilities.

17.2 DC Power Arrangement Provisioning

17.2.1 The Collocator has the option to provide, install and terminate its power cable leads between the Collocator's Dedicated Space and AT&T-13STATE's Battery Distribution Fuse Bay (BDFB) by AT&T-13STATE Approved Power Installation Vendor. When AT&T-13STATE designated power termination point is at the Power Plant Primary Distribution, the Collocator's AT&T-13STATE Approved Power Installation Vendor will provide and install the power cable leads, but not terminate.

17.2.2 The Collocator must contact AT&T-13STATE project manager five (5) business days prior to scheduling a request for the termination of the Collocator's power cable leads to AT&T-13STATE Power Plant Primary Distribution, which will be performed by AT&T-13STATE. This option is only available if the Collocator does all three (3) activities associated with the power cable lead unless described otherwise within this Section.

17.2.3 The Collocator may not elect to do some but not all the activities unless otherwise permitted in this Section. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its interconnection cabling described in Section 17.1. Intervals and provisioning for this offering are found in Section 17.3.1 through 17.3.5. The Collocator's AT&T-13STATE Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from AT&T-13STATE and follow AT&T-13STATE's Technical Publication TP 76300MP for installation of equipment and cable facilities.

17.3 Intervals and Provisioning

17.3.1 Implementation Intervals when Sprint CLEC hires AT&T-13STATE Approved Vendor Installs Interconnection and Power Cabling.

17.3.1.1 AT&T-13STATE will provide Virtual Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. The determination whether there is sufficient space to accommodate Virtual Collocation at a particular Eligible Structure will be made initially by AT&T-13STATE. AT&T-13STATE will notify Collocator as to whether its request for space has been granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Virtual Collocation Application. If AT&T-13STATE determines that Collocator's Virtual Collocation Application is unacceptable, AT&T-13STATE shall advise Collocator of any deficiencies within this ten (10) calendar day period. AT&T-13STATE shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Virtual Collocation

arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of the deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Virtual Collocation Application will not be considered a deficiency, but rather as a new Virtual Collocation Application with a new ten (10) calendar day space notification and a new delivery interval. The delivery intervals set forth in this Section 17.3 is for new and augment Virtual Collocation Applications apply only when the Collocator installs interconnection and power cabling.

- 17.3.1.2 The delivery interval relates to the period in which AT&T-13STATE shall construct and turnover to the Collocator's AT&T-13STATE Approved Vendor the requested Virtual Collocation Space. The delivery interval begins on the date AT&T-13STATE receives a complete and accurate Virtual Collocation Application from the Collocator. The Collocator must provide AT&T-13STATE, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application) or the delivery interval provided in table below will not commence until such time as AT&T-13STATE has received such response and payment. If the Collocator has not provided AT&T-13STATE such response and payment by the twelfth (12th) calendar day after the date AT&T-13STATE notified Collocator its request has been granted, the application will be canceled. Dedicated space is not reserved until AT&T-13STATE's receipt of the confirmatory response in writing from the Collocator with applicable fees. The delivery interval for Virtual Collocation is determined by AT&T-13STATE taking into consideration the various factors set forth in Table (1) below including, without limitation, the number of all Virtual Collocation Applications submitted by Collocator and the need for additional preparation of the space such as overhead racking, additional power or HVAC. The delivery interval assigned will be provided to the Collocator by AT&T-13STATE with the ten (10) calendar day space notification. Each complete and accurate Virtual Collocation Application received by AT&T-13STATE from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Table 1

Number of All Applications submitted by One Collocator per state or metering region	Overhead Iron/Racking Exists for Virtual Collocation Space Use	Overhead Iron/Racking Does Not Exist for Virtual Collocation Space Use	Additional Power or HVAC is Required for Virtual Collocation Space Use
1 – 10	60 calendar days	80 calendar days	180 calendar days
11 - 20	65 calendar days	85 calendar days	185 calendar days

- 17.3.1.3 Should the Collocator submit twenty-one (21) or more applications within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and the delivery intervals set forth in Table (1) above will be re-started. All Virtual Collocation Applications received by AT&T-13STATE from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering

intervals. The Virtual Collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by AT&T-13STATE.

- 17.3.1.4 For example, but not by way of limitation, if a Collocator submits twelve (12) complete and accurate Virtual Collocation Applications in a state, the delivery intervals assigned by AT&T-13STATE will depend on which variables apply within each Eligible Structure Virtual Collocation is requested:
- 17.3.1.5 If Applications (1-4) are for Virtual Collocation Space where overhead racking exists, the delivery intervals assigned will be sixty (60) days. If Applications (5-11) are for Virtual Collocation Space where overhead racking does not exist, the delivery intervals assigned to Applications (5-10) will be eighty (80) calendar days and Application (11) will be assigned eighty five (85) calendar days. The Virtual Collocation Application (12) was requested in an Eligible Structure that needs additional HVAC added and would be assigned one hundred and eight five (185) calendar days.
- 17.3.2 Payment
- 17.3.2.1 The second fifty percent (50%) payment must be received by AT&T-13STATE prior to the space being turned over to the Collocator's AT&T-13STATE Approved Vendor. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator's AT&T-13STATE Approved Vendor by AT&T-13STATE.
- 17.3.3 Cable Augments
- 17.3.3.1 For the following interconnection cabling Augments, the Collocator must submit a complete and accurate Virtual Collocation Application:
- 17.3.3.1.1 168 DS1 connections and/or
- 17.3.3.1.2 48 DS3 connections and/or
- 17.3.3.1.3 400 Copper (shielded or nonshielded) cable pair connections and/or
- 17.3.3.1.4 12 fiber pair connections
- 17.3.3.2 This application must include an up-front payment of the Application Fee and fifty percent (50%) of all applicable non-recurring charges.
- 17.3.3.3 The cabling Augment interval is determined by AT&T-13STATE taking into consideration the various factors set forth in Table (2) below including, without limitation, the number of all Virtual Collocation Applications for the above Augments submitted by Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead racking and additional power. The cabling Augment interval assigned will be provided to the Collocator by AT&T-13STATE with the ten (10) calendar day Augment notification. Each complete and accurate Virtual Collocation Application received by AT&T-13STATE from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Table 2

Number of All Applications submitted by One Collocator per state or metering region	Necessary Elements such as Iron/Racking and Power exist for Virtual Collocation Use	Necessary Elements such as Iron/Racking and Power does not exist for Virtual Collocation Use
1 – 10	30 calendar days	60 calendar days
11 - 20	35 calendar days	65 calendar days

- 17.3.3.4 Should the Collocator submit twenty-one (21) or more Virtual Collocation Applications for cabling Augments within ten (10) business days, the above cabling Augment intervals will be increased by five (5) days for every five (5) additional application or fraction thereof. Any material revision to a Virtual Collocation Application for cabling Augments will be treated as a new application and the cabling Augment delivery intervals set forth in Table (2) above. All cabling Augment applications received by AT&T-13STATE from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.
- 17.3.3.5 For example, but not by way of limitation, if a Collocator submits twelve (12) Virtual Collocation Applications for cabling Augments in a state, the delivery intervals assigned will depend on which variables apply within each Eligible Structure requested:
- 17.3.3.6 If Applications (1-4) are for Virtual Collocation cabling Augments where necessary elements such as overhead racking and power exists, the delivery interval assigned will be thirty (30) calendar days. If Applications (5-12) are for Physical Collocation where necessary elements such as overhead racking and power does not exist, the delivery interval assigned to Applications (5-10) will be sixty (60) calendar days and for Applications (11-12) sixty five (65) calendar days.
- 17.3.4 All Other Augments
 - 17.3.4.1 For all Augments other than provided above, AT&T-13STATE will work cooperatively with Collocator to negotiate a mutually agreeable delivery intervals.
- 17.3.5 Walk-Through Visit
 - 17.3.5.1 Within twenty (20) calendar days or mutually agreed upon time, from AT&T-13STATE's receipt of the confirmatory response in writing to continue construction on the Virtual Collocation job requested along with the 50% payment of non-recurring charges (unless payment was received with application), Network Support and/or appropriate departments will schedule a walk through visit with the Sprint CLEC and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.
- 17.4 Rates Elements for AT&T-13STATE Central Offices
 - 17.4.1 DC Power Arrangement Provisioning
 - 17.4.1.1 When the Collocator selects the option to install the power cable by AT&T-13STATE Approved Power Installation vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. This is expressed as a monthly rate as specified on the Collocation Rate Summary.
 - 17.4.2 DS0 Voice Grade Cable Arrangement
 - 17.4.2.1 When the Collocator selects the option to provide and install the interconnection cabling by a AT&T-13STATE approved vendor, the DS0 Voice Grade Terminal blocks at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.
 - 17.4.3 DS-1 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)
 - 17.4.3.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE approved vendor, the DS-1 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

- 17.4.4 DS-1 Interconnection Cable Arrangement to Digital System Cross-Connect Frame
 - 17.4.4.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE approved vendor, the Digital System Cross-Connect Frame at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.
- 17.4.5 DS-3 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)
 - 17.4.5.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE approved vendor, the DS-3 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.
- 17.4.6 DS-3 Interconnection Cable Arrangement to Digital System Cross-Connect Frame
 - 17.4.6.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE approved vendor, the Digital System Cross-Connect Frame at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.
- 17.4.7 Fiber Interconnection Cable Arrangement
 - 17.4.7.1 When the Collocator selects the option to provide and install the interconnection cabling by a AT&T-13STATE approved vendor, the Fiber terminating panel at the FDF-1 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.
- 17.4.8 Collocation to Collocation Connection
 - 17.4.8.1 This rate element include virtual to virtual and virtual to physical connection options.
 - 17.4.8.1.1 Fiber Cable (12 Fiber Pair)
 - 17.4.8.1.1.1 When the Collocator selects the option to provide and install the interconnection cabling by a AT&T-13STATE approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.
 - 17.4.8.2.1 Copper Cable
 - 17.4.8.2.1.1 When the Collocator selects the option to provide and install the interconnection cabling by a AT&T-13STATE approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.
 - 17.4.8.3.1 Coax Cable
 - 17.4.8.3.1.1 When the Collocator selects the option to provide and install the interconnection cabling by a AT&T-13STATE approved vendor, the charge for on-going maintenance will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.
 - 17.4.8.4.1 Cable Racking and Hole
 - 17.4.8.4.1.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two collocation arrangements and the required terminations at each Virtual Collocation arrangement(s) at an Eligible Structure. This sub-element is expressed as a monthly rate specified on the Collocation Rate Summary.

17.4.8.5.1 Route Design

17.4.8.5.1.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific on the Collocation Rate Summary.

**ATTACHMENT 4b -
MICROWAVE ENTRANCE FACILITY COLLOCATION**

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ATTACHMENT MICROWAVE ENTRANCE FACILITY COLLOCATION

1. INTRODUCTION

This Attachment sets forth the terms and conditions applicable to AT&T-13STATE and CLEC for Microwave Entrance Facility collocation service (also referred to herein as “Microwave Entrance Facilities”). All requirements in the General Terms and Conditions and Attachment Collocation of this Interconnection Agreement also apply to Microwave Entrance Facility Collocation.

- 1.1 CLEC’s Microwave Entrance Facilities. A description of CLEC’s Microwave Entrance Facilities including all necessary specifications for the placement and operation of such Microwave Entrance Facilities, which may include radio frequency transmitting and receiving equipment, transmission lines, radio frequency transmitting and receiving antennae, supporting structures and other appurtenant and necessary equipment to be placed on the Premises is agreed to by the Parties as described in Section 5 of the Microwave Attachment.
- 1.2 As used herein, AT&T-13STATE (“AT&T-13STATE”) means the applicable ILEC(s) from the following list: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 As used herein, CLEC means a telecommunications carrier requesting collocation pursuant to section 251(c)(6) of the Telecommunications Act of 1996.
- 1.4 The prices at which AT&T-13STATE agrees to provide CLEC with Microwave Entrance Facility will be ICB or NSCR for Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and/or Wisconsin until such time as costs and permanent rates may be determined by AT&T-13STATE.

2. DESCRIPTION

- 2.1 Except where not practical for technical reasons or because of space limitations, AT&T-13STATE will permit the placement and use of CLEC provided and CLEC owned Microwave Entrance Facility equipment in and on an ILEC owned premises as the means by which CLEC’s network connects to a physical or virtual collocation arrangement provided by AT&T-13STATE. Use of such Microwave Entrance Facility equipment is only available for the purpose of accessing AT&T-13STATE’s UNEs or interconnecting to AT&T-13STATE’s network, pursuant to Sec. 251 of the Telecommunication Act of 1996, through use of the CLEC’s physical or virtual collocation arrangement in AT&T-13STATE’s central office. AT&T-13STATE will approve such microwave equipment for collocation, only if such equipment is necessary for interconnection or access to UNEs.

3. APPLICATION PROCESS

- 3.1 All requests for Microwave Entrance Facilities will be treated as an initial or new request. CLEC must submit an Initial Application along with the Initial Application fees, line of site survey and roof inspection when requesting the placement of Microwave Entrance Facilities equipment at AT&T-13STATE's premises. CLEC shall submit an initial physical collocation application requesting to use Microwave Entrance Facilities for each AT&T-13STATE premises that CLEC seeks to use Microwave Entrance Facilities in conjunction with its physical collocation arrangement located in the same AT&T-13STATE premises.
- 3.2 If AT&T-13STATE concludes that Microwave Entrance Facilities are not technically feasible for a rooftop or other suitable exterior space at an AT&T-13STATE premises requested by CLEC, AT&T-13STATE will provide CLEC with a written explanation of such technical infeasibility according to the Application response interval, or in accordance with an agreed upon interval negotiated by the Parties. AT&T-13STATE's explanation of technical infeasibility may include, without limitation, AT&T-13STATE's known business plans to construct an addition or modification to or on the building, which would impact the line of sight required for Microwave Entrance Facilities.

4. METHOD OF PROVISIONING

- 4.1 Except where not practical for technical reasons or because of space limitations at AT&T-13STATE's discretion, the following method for providing space for CLEC owned and CLEC provided point to point microwave equipment will be made available to the CLEC. CLEC can elect to have AT&T-13STATE perform all of the work for the design and construction for any and all physical infrastructure inside the AT&T-13STATE premises at the CLEC's cost and including any racking, conduit and cabling necessary to connect the CLEC's inside equipment to the CLEC's outside equipment at the antenna support structure. Where a list of AT&T-13STATE's Tier 1 approved suppliers (Supplier) is available, CLEC may select the Supplier(s) to provide the necessary work for the Microwave Collocation arrangement. If CLEC elects to contract the work directly with the AT&T-13STATE's Supplier for the Microwave Collocation arrangement, CLEC will also pay AT&T-13STATE to monitor and/or supervise such work. All work contracted by CLEC will be performed under the reasonable supervision of AT&T-13STATE personnel and comply with AT&T-13STATE's nondiscriminatory practices and procedures. The CLEC is responsible for providing AT&T-13STATE with the location information from AT&T's central office (A location) to the CLEC's facility (Z location) un-obstructive line-of-sight. CLEC is responsible for the un-obstructive line of sight (A to Z location) as described in Section 4.2.
- 4.2 Pre-Construction Site Visit to Determine Line of Sight: CLEC will submit a Pre-Construction Site Visit Request Form and pay the associated fees that are outlined in the Pre-Construction Site Visit Request Form and Non Disclosure Agreement that goes along with the Pre-Construction Site Visit Request Form. These documents are located on the CLEC OnLine website. The purpose of this Pre-Construction Site Visit is to determine Line of Sight prior to the submission of an application for Microwave Entrance Facilities within the AT&T-13STATE premises, setting forth

the name(s) of the AT&T-13STATE premises that CLEC wishes to visit for the purpose of determining the potential for placing Microwave Entrance Facilities at this location. The Pre-Construction Site Visit will take place within fifteen (15) business days of AT&T-13STATE's receipt of CLEC's Pre-Construction Site Visit Request Form to determine line of sight document or as soon thereafter as agreed to by the Parties. The Pre-Construction Site Visit will consist of CLEC's representative(s) and appropriate AT&T-13STATE personnel visiting an AT&T-13STATE premise for the purpose of CLEC determining whether an unobstructed line of sight is technically feasible from the rooftop or other suitable exterior space of the AT&T-13STATE premises. Such Pre-Construction Site Visit(s) will not obligate CLEC to request, or AT&T-13STATE to provide, Microwave Entrance Facilities at a particular AT&T-13STATE premises. When CLEC submits an application for physical collocation, which includes a request for Microwave Entrance Facilities, AT&T-13STATE will determine the feasibility and technical practicality of installing microwave equipment for the particular AT&T-13STATE premises requested based on the information provided by CLEC in the application submitted to AT&T-13STATE. CLEC will be charged for the reasonable costs incurred by AT&T-13STATE for travel, if required, to each Pre-Construction Site Visit requested by CLEC according to the terms and conditions on the Pre-Construction Site Visit Request Form. CLEC will be responsible for providing the bi-directional un-obstructive line of sight by using one of the following methods: visually; with optical assistance; signaling mirrors using a light source or any other industry standard method to determine the line of site.

4.2.1 Pre-Construction Permitting Review Charge: The Pre-Construction Permitting Review Charge shall equal the sum of the hourly charges for AT&T-13STATE's personnel and/or the AT&T-13STATE's Supplier(s) employed by AT&T-13STATE, whose time is spent reviewing any permitting materials that will be used by CLEC to obtain the necessary permits for the placement of the requested Microwave Entrance Facilities. AT&T-13STATE shall have final approval authority on all proposed conditions or those additional conditions imposed by relevant federal, state, or local jurisdictional authorities. AT&T-13STATE shall have the right to be represented at all hearings in connection with any governmental approvals sought by CLEC in regard to the placement of Microwave Entrance Facilities at AT&T-13STATE premises. The fee for AT&T-13STATE or AT&T-13STATE's Suppliers to review the permitting materials that will be used by CLEC to obtain the necessary permits for the placement of Microwave Entrance Facilities which includes without limitation all associated travel costs incurred by AT&T-13STATE, shall be assessed as an ICB charge that will be billed by AT&T-13STATE at the time CLEC submits its collocation application requesting Microwave Entrance Facilities.

4.3 Structural Analysis. After CLEC has completed its Pre-Construction Site Visit to requested AT&T-13STATE premises to determine line of sight, but prior to the submission of an application for physical collocation with Microwave Entrance Facilities, CLEC must, at its sole expense, provide a structural analysis to AT&T-13STATE. If CLEC, or CLEC's AT&T-13STATE Tier 1 approved supplier, has determined that a Pre-Construction Site Visit is necessary to perform the structural analysis, CLEC will submit a Pre-Construction Site Visit Request Form to AT&T-

13STATE prior to the submission of an application for physical collocation within the AT&T-13STATE premises, indicating the name(s) of the AT&T-13STATE premises that CLEC requests it be permitted to visit for the purpose of performing a structural analysis for the potential placement of Microwave Entrance Facilities. This Pre-Construction Site Visit will be scheduled and conducted in accordance with the same procedures that are contained above in Section 3.2, when CLEC requests a Pre-Construction Site Visit to determine line of sight.

If CLEC's AT&T-13STATE Tier 1 approved supplier is able to perform the structural analysis without visiting the requested AT&T-13STATE premises, no fee for the Pre-Construction Site Visit Request to perform structural analysis will be assessed to CLEC by AT&T-13STATE.

A copy of the structural analysis must be submitted with the application for physical collocation when Microwave Entrance Facilities are requested, before AT&T-13STATE will process the collocation application for Microwave Entrance Facilities.

- 4.4 Roof Inspection. AT&T-13STATE may require a roof inspection at any AT&T-13STATE Premises where CLEC requests Microwave Entrance Facilities in conjunction with a physical collocation arrangement within the same AT&T-13STATE premises. A roof inspection is inclusive of all aspects of the roof environment, including but not limited to the roof itself, walls, parapets, appurtenances, drainage, conduits, grounds, platforms, and other mechanical devices located thereon. CLEC will bear the cost of the inspection, including any travel costs incurred by AT&T-13STATE, as outlined in the terms and conditions of the Pre-Construction Site Visit Request Form and Non-Disclosure Agreement, and can be found on the CLEC OnLine website. AT&T-13STATE will use an AT&T-13STATE approved supplier to perform this inspection. At AT&T-13STATE's discretion, AT&T-13STATE's personnel may accompany the AT&T-13STATE approved supplier. The fees associated with the Pre-Construction Site Visit for the roof inspection, must be received by AT&T-13STATE prior to the time CLEC submits its Collocation Application for Microwave Entrance Facilities. Such roof inspection shall not obligate AT&T-13STATE to allow Microwave Entrance Facilities at a particular AT&T-13STATE's premises.

- 4.5 The Microwave equipment selected by the CLEC, must meet NEBS Level 1 specifications and be installed in accordance with TP76300 and TP76400 guidelines. CLEC must provide to AT&T-13STATE a copy of a Structural Analysis Report on an existing or proposed new antenna support structure (tower) which will be used to support CLEC's antenna(e) and waveguide attachments. The CLEC must provide to AT&T-13STATE for review and approval prior to installation of RF emission devices (antennas), a copy of a RF Compliance Study showing that the general population exposure limits specified in OET Bulletin 65 for the location(s) of their proposed antenna installation.

The CLEC is the owner of any antenna structure that they construct on the ground or on the roof of an AT&T-13STATE building. The CLEC is responsible for compliance with all FCC and FAA rules applicable to the registration and maintenance of their antenna structures. The CLEC must file for an FAA determination, if required, and is responsible for registering the structure with the

FCC if required. A valid FCC Tower Registration must be provided to AT&T-13STATE prior to the commencement of any antenna structure construction. The CLEC is responsible for any lighting and painting of the structure specified by the FCC and must comply with all applicable rules and regulations. The tower must be inspected and maintained in good condition by the CLEC. The CLEC is responsible for removing the antenna structure at the end of their contract and must file for a cancellation of the FCC Tower Registration.

- 4.6 The CLEC is responsible for acquiring the FCC license for the designated spectrum, frequencies, or establish that they are using an unlicensed frequency band as well as providing AT&T-13STATE with a copy of the FCC license with their physical or virtual collocation application(s). Once the CLEC's microwave equipment has been placed, a copy of the license will be posted in an appropriate location. All AT&T-13STATE safety standards shall apply to the microwave entrance facility and associated antenna(e).
- 4.7 AT&T-13STATE Tower/Structure
- 4.7.1 Where space is available and where technically feasible, AT&T-13STATE will provide the CLEC with antenna mounting space on the AT&T-13STATE microwave tower or support structure where the CLEC's physical or virtual collocation arrangement is located, if such tower or support structure exists and has sufficient space. A reasonable, cost-based monthly recurring charge will apply for use of this mounting space. If there is no existing support structure, and space is available and it is technically feasible to construct such a structure, the structure shall be constructed at CLEC's expense.
- 4.7.1.1 If CLEC elects to do the work themselves through an AT&T-13STATE Tier 1 approved supplier, then the CLEC is responsible for the installation, maintenance, repair and removal of all CLEC provided and CLEC owned microwave equipment. The CLEC is also responsible for the removal of its equipment and returning the property to its original condition within sixty (60) days of termination of use of the microwave entrance facility. If the CLEC does not perform the removal and restoration by the end of sixty (60) days, AT&T-13STATE may remove the equipment and restore the property at the CLEC's expense on a time and materials basis.
- 4.7.1.1.1 AT&T-13STATE reserves the right to control the roof penetration activity, on a case by case basis.
- 4.7.1.2 If the CLEC chooses to personally secure its equipment, it must first submit a proposal and design for AT&T-13STATE's approval.
- 4.7.1.3 Where AT&T-13STATE has provided the CLEC a physical collocation arrangement within the eligible structure, the CLEC's radio equipment will be located in the CLEC's dedicated physical collocation arrangement. In the case of a virtual collocation arrangement, the CLEC's designated radio equipment will be located in the AT&T-13STATE's equipment line-up or other space at AT&T-13STATE's discretion. AT&T-13STATE will allow both physical and virtual collocation of the CLEC's equipment associated with its Microwave Entrance Facility on an ICB basis until such time as costs and permanent rates may be determined by AT&T-13STATE. All costs for training AT&T-13STATE's

employees to install, maintain and repair the equipment will be at the CLEC's expense. AT&T-13STATE will determine the number of employees to be trained on a premises-by-premises basis.

- 4.7.1.4 The CLEC is responsible for obtaining all permits and licenses required for the use of microwave equipment as stated in Section 6 below, and must furnish the documents to the Collocation Service Center (CSC) at the time they submit their collocation application. AT&T-13STATE must receive all copies of the required permits and license applications or grants pending before the applicable regulatory bodies, before AT&T-13STATE will allow CLEC to install their microwave equipment. In the event the required licenses, if applicable, are not obtained by CLEC, all work activity must be discontinued and CLEC's equipment must be removed from the AT&T-13STATE's property. Mitigating circumstances will be evaluated on a case by case basis.

5. EQUIPMENT

- 5.1 The CLEC is responsible for providing a list of all microwave equipment to be installed to AT&T-13STATE with the application to use microwave as the transmission media to connect to a physical or virtual collocation arrangement. Requests for subsequent microwave equipment installation must be provided by the CLEC in the identical manner as all subsequent requests for equipment to be placed in collocation arrangements. All requests for microwave equipment will follow existing Equipment Review process and the CLEC will submit an Equipment Review Request Form (ERRF).
- 5.2 AT&T-13STATE is not responsible for lost equipment.
- 5.3 It is the CLEC's responsibility to determine the single point-to-point line-of-sight based upon the mutually agreed location of the microwave antenna.

6. PERMITS AND LICENSES

- 6.1 The CLEC is responsible for all necessary licenses, construction and building permits including required FCC authorizations and any zoning approvals. All permits and approvals must be provided to AT&T-13STATE along with the Collocation Application and prior to the installation of any microwave equipment on the AT&T-13STATE premises roof. If AT&T-13STATE's assistance is required to obtain the necessary licenses and permits, AT&T-13STATE will not unreasonably withhold such assistance and the CLEC agrees to pay all AT&T-13STATE's expenses on an ICB/NSCR as required.

7. CLEC LIABILITY

- 7.1 The CLEC will be responsible for any and all damages resulting from any harm to, or outage occurring in, AT&T-13STATE's or other CLEC's network or premises, which is a result of the installation, operation, or maintenance of the CLEC's equipment, including any type of defect, or due to the actions or inaction, willful, or negligent, of the CLEC's employees, suppliers, or contractors, including but not limited to consequential, specific, or general damages, costs of defense, including attorneys' fees, whether in-house or outside counsel, and any other costs incurred by

AT&T-13STATE as a direct or indirect result of the actions of the CLEC related to this agreement.

8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 8.1 Every collocation arrangement, interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such collocation arrangement, interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each collocation arrangement, interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no Third Party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to Third Parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

9. ADDITIONAL TERMS AND CONDITIONS

- 9.1 In addition to other information required by this Attachment, the CLEC requesting microwave collocation must provide the following information before AT&T-13STATE can consider the CLEC's application for such collocation:
- 9.1.1 Identification of the Z location(s) as described in section 3.1 and other sections of this Attachment.
- 9.1.2 The specific types of equipment the CLEC proposes to collocate in and on the CO, including but not limited to equipment discussed in section 4.1 and other sections of this Attachment.
- 9.1.3 A description and diagram of how the CLEC proposes to use the microwave collocation arrangement, including the Z location(s) and the equipment proposed to be collocated in and for the provision of service. This information must include whether, and if so how, the arrangement, including the Z location(s) and equipment, will be used in and for interconnection of the CLEC's network to the AT&T-13STATE ILEC's network for the transmission and routing of telephone exchange service or exchange access or in and for access to the AT&T-13STATE ILEC's Unbundled Network Elements (UNEs) for the provision of telecommunications service. See also Sections 2.1, 3.1, 4.1, and other sections of this Attachment.
- 9.1.4 Detailed answers to questions that the AT&T-13STATE ILEC may have concerning the information received pursuant to this section.

10. PREMISES

- 10.1 Attachment and Premises. CLEC will be required to execute a separate Attachment in the form of Exhibit 1 that includes a complete property description of the AT&T-13STATE Premises, which is attached hereto and incorporated hereby.

11. USE OF PREMISES

- 11.1 Use. The Premises may be used by CLEC for installation, operation, maintenance, repair and removal of Microwave Entrance Facility communications equipment, including radio frequency transmitting and receiving equipment, transmission lines, radio frequency transmitting and receiving antennas and supporting structures and other appurtenant and necessary equipment placed by or on behalf of CLEC, and for no other purpose.
- 11.2 RF Compliance. CLEC agrees to comply with the Federal Communications (“FCC”) radio frequency (“RF”) exposure rules and requirements for RF exposure to humans (FCC OET 65 - current version). The CLEC must provide to AT&T-13STATE for review and approval prior to the installation of RF emission devices (antennas), a copy of a current RF Compliance Study showing that the general population exposure limits specified in FCC OET Bulletin 65 for the location(s) of CLEC’s proposed antenna installation(s) are in compliance with the RF exposure rules and requirements. Prior to installation, CLEC will be responsible CLEC’s Microwave Entrance Facilities, AT&T-13STATE and CLEC shall cooperate to determine whether such installation would cause the Property to exceed the FCC radiated power density maximum permissible exposure (“MPE”) limits for workers and the general public. In the event excess radiated power densities occur with the additional use of AT&T-13STATE’s Property by CLEC, then CLEC shall promptly correct the MPE to appropriate levels and/or implement reasonable measures at the Property, including restricting public access and posting signage and markings, in order for CLEC to fulfill its RF exposure obligations, provided AT&T-13STATE agrees to such measures. If CLEC fails to comply with this Section 2.2, AT&T-13STATE, as its exclusive remedy, may terminate the Attachment upon written notice.
- 11.3 Line of Sight. AT&T-13STATE will manage its rooftop space on a first-come, first-served basis. The Parties acknowledge that Microwave Entrance Facilities require an unobstructed line of sight and CLEC is responsible for making an unobstructed line of sight determination for each AT&T-13STATE premises that it requests to install Microwave Entrance Facilities. Unobstructed line of sight will be provided by AT&T-13STATE, where technically feasible, but AT&T-13STATE offers no guarantee that unobstructed line of sight is available for the AT&T-13STATE premises requested by CLEC. AT&T-13STATE will work cooperatively with CLEC in determining a suitable space for CLEC’s equipment on the rooftop or other suitable exterior space for the requested AT&T-13STATE premises. If AT&T-13STATE requires a building enhancement or modification where structural reinforcement is not required, or, if the placement of additional equipment obstructs CLEC’s existing line of sight, AT&T-13STATE will work cooperatively with CLEC to move the antenna mount or raise the height of the antenna mount, which will not be permitted to exceed the 20 foot (6.1 meters) height limitations, for an

unobstructed line of sight. CLEC will be responsible for the costs of this modification. AT&T-13STATE will not be responsible for moving CLEC's antenna(e) mount(s), if through no fault of its own, AT&T-13STATE determines that a vertical building addition is needed due to space exhaust in particular AT&T-13STATE premises. AT&T-13STATE shall notify CLEC six (6) months prior to the start of an AT&T-13STATE premises building addition so that CLEC can arrange, at its sole expense, for CLEC's AT&T-13STATE Tier 1 approved supplier to remove its Microwave Entrance Facilities from the AT&T-13STATE premises.

- 11.4 If a Third Party requests to place Microwave Entrance Facilities equipment on the rooftop that obstructs CLEC's existing line of sight, the Third Party's application will be denied unless all three Parties mutually agree to move CLEC's existing Microwave Entrance Facilities equipment to allow for a clear line of sight, not to exceed the 20 foot height (6.1 meters) limitation required pursuant to Section 2.3 above. The costs and expenses to move CLEC's existing Microwave Entrance Facilities equipment will be borne by the Third Party requesting permission to place its own Microwave Entrance Facilities equipment.

12. PRE-DESIGN MEETING

- 12.1 Unless otherwise agreed to by the Parties, a pre-design meeting between AT&T-13STATE and CLEC will commence within a maximum of thirty (30) business days from AT&T-13STATE's receipt of CLEC's application for Microwave Entrance Facilities and CLEC's payment of the appropriate application fees and any other agreed upon fees. At the Pre-Design meeting, AT&T-13STATE and CLEC will agree to the preliminary design of the Microwave Entrance Facilities that will be used in conjunction with CLEC's physical collocation space and the equipment configuration requirements, as reflected in the application and affirmed in the collocation application for Microwave Entrance Facilities. The provisioning intervals that will apply to AT&T-13STATE's provisioning of the requested roof space or suitable exterior space for CLEC's Microwave Entrance Facilities will be provided to CLEC during the pre-design meeting or as soon as possible thereafter. CLEC will submit for AT&T-13STATE's review and approval all design work information following the pre-design meeting. At this same pre-design meeting, the Parties will also discuss and agree to the preliminary design of CLEC's associated physical collocation space and the equipment configuration requirements for this space, as reflected in the collocation application for Microwave Entrance Facilities.

13. SECURITY ACCESS

- 13.1 Where a secured common corridor exists, AT&T-13STATE shall provide CLEC access to the roof twenty four (24) hours, seven (7) days per week, subject to AT&T-13STATE's access and security regulations, rules or policies.

CLEC shall not access any portion of the building not designated for CLEC's use or access. CLEC further covenants to exercise all due care so as not to interfere with any operations of AT&T-13STATE.

Notwithstanding the above, AT&T-13STATE shall have the right to change the access and security regulations, rules or policies from time to time, as long as CLEC is not deprived of physical access. Such changes could include, but not be limited to

changing access from being through the common corridor to being through the use of the established escort process.

- 13.1.1 If no common corridor exists to access CLEC's Microwave Entrance Facilities, CLEC may request escorted access by using the standard Security Escort process that is in the AT&T-13STATE Physical and Virtual Collocation Attachment.

14. ANTENNA PLACEMENT

- 14.1 CLEC is limited to the placement of one (1) microwave antenna(e) per A and Z location, within its designated rooftop space, unless otherwise agreed to by AT&T-13STATE and CLEC.

15. ANTENNA SUPPORT STRUCTURE LIGHTING AND MARKING

- 15.1 If lighting and marking is triggered by the placement of CLEC's antenna support structure, all initial installation and ongoing annual charges will be assessed to the CLEC for the maintenance of such lighting and marking.
- 15.2 For lighting systems the annual charge will be determined by annualizing expected costs using a formula accounting for the mean time between failures of each lighting system component, costs of system component replacements - including a broad-gauge cost estimate for labor. The elements of cost determination will be updated every 3 years.
- 15.3 For marking systems, AT&T-13STATE will periodically assess the condition of marking to ensure that it meets FAA requirements. AT&T-13STATE will, at its sole determination, restore marking to its required condition and charge CLEC for same.
- 15.4 CLEC will be responsible for all costs of supplying all power associated with the antenna lighting and marking. This includes infrastructure, and associated monthly charges.

16. UTILITY CONNECTIONS

- 16.1 All Microwave Entrance Facility power requirements will be provided through the CLEC's collocation arrangement.

17. CO-DEVELOPMENT

- 17.1 Notwithstanding any other provision of this Attachment, CLEC hereby acknowledges that AT&T-13STATE may have existing Microwave Entrance Facilities of its own, or of other tenants or CLEC on or at AT&T-13STATE's Property, and/or AT&T-13STATE may desire from time to time throughout the Attachment term to enter into agreements with other Microwave Entrance Facility providers for the installation, operation and maintenance of communications facilities on or at AT&T-13STATE's property. Providers of Microwave Entrance Facilities shall hereinafter be referred to as CLECS. Where applicable and to the extent possible, subject however to CLEC's rights of non-interference set forth hereunder, CLEC shall cooperate with AT&T-13STATE and all other CLECs so as to reasonably accommodate the needs and requirements of such CLECs with respect to the installation, operation, use and maintenance of their equipment and facilities, and

all necessary alterations, modifications and other improvements to AT&T-13STATE's property including utility connections and access. CLEC shall use its best efforts to coordinate with AT&T-13STATE and other CLECs when requested with respect to determining the location of the CLEC's premises, plans and specifications for installation, seeking permits, utility connections and access and shall make or permit to be made all reasonable adjustments or alterations to its existing facilities or improvements to accommodate the needs of CLECs; provided that CLEC shall not incur costs and expenses which are not otherwise reimbursed or for which there is no consideration.

18. EQUIPMENT REMOVAL

- 18.1 If, at any time, AT&T-13STATE determines that any of CLEC's Microwave Entrance Facilities or equipment; or the installation of CLEC's Microwave Entrance Facilities or equipment does not meet the requirements outlined in this Attachment, CLEC will be responsible for the costs and expenses associated with the removal of such Microwave Entrance Facilities or equipment or the modification of such Microwave Entrance Facilities or equipment or the installation thereof to render it compliant. The removal of CLEC's Microwave Entrance Facilities or equipment must be performed by an AT&T-13STATE Tier 1 approved supplier. If CLEC fails to correct any non-compliance with these standards or fails to demonstrate that the Microwave Entrance Facilities equipment is compliant within fifteen (15) calendar days written notice to CLEC, AT&T-13STATE may have the Microwave Entrance Facilities or equipment removed or the condition corrected at CLEC's expense. If CLEC no longer needs, or vacates its Microwave Entrance Facilities, CLEC will be required to hire AT&T-13STATE's approved supplier to remove CLEC's Microwave Entrance Facilities and restore the roof of the AT&T-13STATE premises to its original condition, excluding normal wear and tear, pursuant to terms and conditions of Section 21.

19. INTERFERENCE WITH COMMUNICATION

- 19.1 CLEC's Microwave Entrance Facilities shall not disturb or interfere with the communications configurations, equipment and frequency that exist on AT&T-13STATE's property on Commencement Date ("Pre-existing Communications") and CLEC's Microwave Entrance Facilities shall comply with all noninterference rules of the FCC. CLEC shall use best efforts to cause the immediate termination of any interference or disruption to AT&T-13STATE's Pre-existing Communications or AT&T-13STATE's superior right to use and operate AT&T-13STATE's property for its benefit. Then CLEC shall immediately cease any and all operations on the Premises until such time as the interference is corrected to AT&T-13STATE's reasonable satisfaction. If CLEC cannot permanently correct such interference to AT&T-13STATE's satisfaction within ten (10) business days following CLEC's receipt of the initial written notice of such interference (or if the cure shall reasonably require a longer period of time, then failure to cure within such period of time), then AT&T-13STATE may thereafter terminate this Attachment by giving CLEC written notice.
- 19.2 AT&T-13STATE shall not permit the use of any portion of AT&T-13STATE's property in a way which materially interferes with the rights of CLEC hereunder,

subject to AT&T-13STATE's superior right to use and operate AT&T-13STATE's property for its benefit. If AT&T-13STATE shall fail or be unable to terminate such interference to CLEC's use of the Premises (i.e., cure) within ten (10) business days after AT&T-13STATE first receives written notice of such interference (or if the cure shall reasonably require a longer period of time, then after such period of time), CLEC shall have the right to terminate the Attachment as its sole remedy. AT&T-13STATE and CLEC agree to cooperate and use reasonable best efforts to minimize any interference or disruption of either Party's operations on AT&T-13STATE's property.

- 19.3 The CLEC is responsible for coordinating the interference testing of the microwave antenna arrangement. The CLEC must hire at its sole expense a mutually agreeable communications engineering firm to perform the interference testing. In the event that the CLEC's supplier determines that in its opinion AT&T-13STATE is responsible for the interference, the CLEC shall contact their AT&T-13STATE representative who will determine the cause of the interference and who is responsible for it. Otherwise, all discrepancies are the sole responsibility of the CLEC.

20. TAXES

- 20.1 CLEC shall pay prior to the delinquency date, all personal property taxes, levies, charges fees, licenses or other assessments imposed or levied by reason of or in connection with the operation of CLEC's Microwave Entrance Facilities. AT&T-13STATE shall pay when due, all real property taxes and all other taxes, fees and assessments attributable to the Premises. This notwithstanding, upon written demand from AT&T-13STATE, CLEC shall reimburse AT&T-13STATE within thirty (30) business days thereof, for any increase in real property taxes, fees and assessments attributable to improvements or CLEC's use of the Premises.

21. TERMINATION

- 21.1 By CLEC: This Attachment or any attachment hereunder may be terminated without further liability on thirty (30) business days prior written notice:
- (i) upon a default of any covenant, condition, or term hereof by AT&T-13STATE, which default is not cured within sixty (60) business days of receipt of written notice of default;
 - (ii) in the event CLEC is unable to maintain after making reasonable and diligent efforts, licenses, permits or other approvals necessary for the construction or operation of CLEC's Microwave Entrance Facilities;
 - (iii) If CLEC is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of channels or change in frequencies.
- 21.2 By AT&T-13STATE: This Attachment may be terminated without further liability, and/or AT&T-13STATE may elect to deny approval to enter into any new Attachment on thirty (30) business days prior written notice:

- (i) upon a default of any covenant, condition, or term hereof (including the terms of this Attachment by CLEC, which default is not cured within sixty (60) business days of receipt of written notice of default;
- (ii) in the event CLEC is unable to maintain after making reasonable and diligent efforts, licenses, permits or other approvals necessary for the construction or operation of CLEC's Microwave Entrance Facilities;
- (ii) if CLEC is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of channels or change in frequencies;
- (iv) If CLEC no longer subscribes to the Services described in Section 3; or
- (v) if CLEC shall fail to permanently terminate interference as required under Section 18.

22. SURRENDER

- 22.1 Upon the expiration or termination of the applicable Attachment, CLEC shall surrender the Premises to AT&T-13STATE in its original condition and in good order and repair, less ordinary wear and tear. CLEC shall repair at its expense any and all damages caused by removal of CLEC's Microwave Entrance Facilities, or by the use, operation or placement of its Microwave Entrance Facilities on the Premises to AT&T-13STATE's reasonable satisfaction. In the event CLEC fails to remove its Microwave Entrance Facilities equipment, AT&T-13STATE shall have the right to retain such Microwave Entrance Facilities equipment and all rights of CLEC with respect to it shall cease. CLEC shall be liable to AT&T-13STATE for all costs of removal, restoration of the Premises, and the costs of storage, transportation, sale or other disposition of such Facilities incurred by AT&T-13STATE.

23. DESTRUCTION OF PREMISES

- 23.1 If the Premises or AT&T-13STATE's Property is destroyed or damaged so as in CLEC's judgment to hinder its effective use of the Premises, CLEC may elect to terminate the applicable Attachment as of the date of the damage or destruction by so notifying AT&T-13STATE no more than thirty (30) business days following the date of damage or destruction. In such event, all rights and obligations of the Parties which do not survive the termination of the applicable Attachment shall cease as of the date of the damage or destruction.

24. CONDEMNATION

- 24.1 If a condemning authority takes all of AT&T-13STATE's Property, or a portion, which in CLEC's opinion is sufficient to render the Premises unsuitable for CLEC's use then the applicable Attachment shall terminate as of the date when possession is delivered to the condemning authority. In any condemnation proceeding, since CLEC has no property interest in AT&T-13STATE's Property, CLEC shall not be entitled to make a claim against the condemning authority or AT&T-13STATE for just compensation for any property interest or bonus value of this Attachment. However, CLEC may make a separate claim against the condemning authority for compensation of CLEC's Microwave Entrance Facilities and relocation expenses. Sale of all or part of the Premises to a purchaser with the power of eminent domain

in the face of the exercise of its power of eminent domain shall be treated as a taking by a condemning authority.

25. MISCELLANEOUS

- 25.1 Severability. If any provision of this Attachment is invalid or unenforceable with respect to any Party the remainder of this Attachment or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Attachment shall be valid and enforceable to the fullest extent permitted by law.
- 25.2 No Offer. Under no circumstances shall delivery of this Attachment be deemed to create an option or reservation for the benefit of CLEC unless and until this Attachment has been duly executed by AT&T-13STATE. This Attachment shall become effective and binding only upon full execution by both Parties hereto and delivery of a signed copy to CLEC. AT&T-13STATE reserves the right to reject this Attachment any time prior to delivery of a fully executed copy of this Attachment to CLEC. No act or omission of any agent or employee of AT&T-13STATE or AT&T-13STATE's broker or managing agent shall alter, change or modify any of the provisions of this paragraph.

26. IF AT&T-13STATE CONTRACTS FOR THE DESIGN AND CONSTRUCTION DRAWINGS AND THE CONSTRUCTION OF CLEC MICROWAVE ENTRANCE FACILITIES

- 26.1 Contractors. AT&T-13STATE will select the architect, engineer(s), space planners and other contractors (herein collectively called "Suppliers") to do the Work.
- 26.2 Preliminary Plans. Within thirty (30) business days of the pre-design meeting and receipt of CLEC's design specifications, AT&T-13STATE shall provide CLEC with an estimate of the cost to prepare the preliminary design and construction drawings. Within thirty (30) business days of receipt of CLEC's first 50% payment of the estimated cost for the preparation of the preliminary design and construction drawings, AT&T-13STATE shall prepare the preliminary site plans ("Site Plans") for the placement of CLEC's Microwave Entrance Facilities and Improvements on the Premises. AT&T-13STATE shall submit the Site Plans to CLEC for CLEC's consent, which consent shall be limited to technological matters and may not be unreasonably conditioned or denied. A failure by CLEC to consent to the Site Plans within the ten (10) business days shall be deemed an approval of the Site Plans. If CLEC denies consent of the Site Plans, CLEC shall provide AT&T-13STATE with sufficient information and detail to enable AT&T-13STATE to make necessary changes to the Site Plans. Any revised Site Plans shall be submitted to CLEC for consent in the manner set forth above. The final 50% payment for the preliminary design and construction drawings must be paid to AT&T-13STATE prior to job construction.
- 26.3 Construction Drawings. Within ten (10) business days following issuance of all governmental approvals entitling CLEC to install and operate its Microwave Entrance Facilities on the Premises (excepting building permits), CLEC shall furnish AT&T-13STATE any additional information reasonably requested by AT&T-13STATE for the preparation by AT&T-13STATE's Suppliers of working

drawings and specifications (“Construction Drawings”) which Construction Drawings shall be consistent with the approved Site Plans. AT&T-13STATE shall prepare the Construction Drawings, and shall submit them to CLEC within thirty (30) business days after CLEC has furnished AT&T-13STATE with all requested information. Within ten (10) business days after the Construction Drawings prepared by AT&T-13STATE’s architect, engineer or space planner are submitted to CLEC, CLEC shall approve or disapprove the Construction Drawings, which approval shall not be unreasonably conditioned or denied. The Construction Drawings shall be deemed approved if CLEC fails to respond to AT&T-13STATE within the ten (10) business day period. If CLEC disapproves of the Construction Drawings, CLEC shall provide AT&T-13STATE with sufficient information and detail to enable AT&T-13STATE to make appropriate changes to the Construction Drawings. Any revised Construction Drawings shall be submitted to CLEC for approval in the manner set forth above. If AT&T-13STATE and CLEC cannot agree and approve of the Construction Drawings within thirty (30) business days of the initial submission to CLEC, then either Party may terminate this Attachment and the associated Attachment upon written notice without further liability to the other Party hereunder.

- 26.4 Contractor Documents. CLEC agrees and understands that AT&T-13STATE does not represent, warrant, guarantee, nor shall AT&T-13STATE be responsible for the correctness or accuracy of any of the Site Plans or Construction Drawings prepared by Contractors, including whether such documents are free from error, defect or deficiency in design, or engineering.
- 26.5 Work Attachment and Construction Costs Attachment. No later than ten (10) business days following agreement on the Construction Drawings and payment by CLEC of the remaining 50% due AT&T-13STATE for the Site Plans and Construction Drawings, AT&T-13STATE shall submit to CLEC a proposed Attachment and construction estimates for the Work (“Work Attachment”). The Work Attachment shall include outside dates for certain “milestones” in the construction process, including without limitation, the outside date for each of the following:
- (i) procurement of all necessary building permits,
 - (ii) delivery of CLEC’s Microwave Entrance Facilities,
 - (iii) commencement of construction of Improvements,
 - (iv) commencement of installation of CLEC’s Microwave Entrance Facilities, and
 - (v) substantial completion of the Work.

CLEC shall have ten (10) business days after receipt of the Work Attachment to approve it, which approval shall not be unreasonably withheld. If CLEC fails to approve the Work Attachment within the ten (10) business day period, the Work Attachment shall be deemed approved or, at AT&T-13STATE’s option this agreement may be terminated with CLEC responsible for all costs incurred. If CLEC disapproves the Work Attachment (or any portion of it), AT&T-13STATE and CLEC shall use their respective good faith best efforts to resolve any disagreement, provided that the Work is consistent with the approved Site Plans and Construction Drawings. If the Work Attachment and construction cost estimates are not approved within thirty (30) business days of its initial submission to CLEC either Party may

terminate this Attachment and the associated Attachment upon written notice without further liability to the other Party hereunder.

- 26.6 Special Security Construction. If AT&T-13STATE determines that new secured access to the Microwave Entrance Facilities is necessary, the costs associated with the construction of such access shall be assessed as an ICB charge with fifty percent (50%) of the estimated charges billed by AT&T-13STATE at the time CLEC submits its collocation application requesting Microwave Entrance Facilities, with the final 50% of the estimated charges paid prior to job completion.
- 26.7 AT&T-13STATE's Best Efforts. AT&T-13STATE shall use best efforts to meet each of the milestones stated in the approved Work Attachment. To the extent that any milestone is not met, AT&T-13STATE shall deliver to CLEC written notice of AT&T-13STATE best estimate of when the milestone and all other subsequent milestones will be met.
- 26.8 All estimates provided by AT&T-13STATE to CLEC shall be valid for thirty (30) calendar days from issuance and CLEC shall accept, reject or request changes within such time period, unless an extension is requested in writing by CLEC and granted by AT&T-13STATE. To accept the estimate prepared by AT&T-13STATE, CLEC shall submit their signed acceptance of the quote letter along with the first fifty percent (50%) of the total estimated charges to AT&T-13STATE. The final 50% of the total estimated charges must be submitted to AT&T-13STATE prior to job completion and turnover. A true-up of the estimated charges will be completed within one hundred twenty (120) calendar days after space completion for the Microwave Entrance Facilities.
- 26.9 Construction. Upon receipt of CLEC's first fifty percent (50%) payment for the total construction costs, AT&T-13STATE shall manage, coordinate, and cause the Work to be performed by and through the AT&T-13STATE approved Suppliers. CLEC shall cooperate with AT&T-13STATE in any reasonable manner in its efforts to commence and complete the Work. AT&T-13STATE shall require the Suppliers to perform the Work in a good workmanlike manner, in accordance with the approved Construction Drawings and in compliance with all applicable laws, codes, regulations and governmental permit and authorization requirements. AT&T-13STATE shall also require that the Suppliers under AT&T-13STATE's control meet the approved Work Attachment.
- 26.10 Change Orders. Any changes requested by AT&T-13STATE, CLEC or Supplier shall be subject to the following provisions:
- (i) No material changes to the approved Construction Drawings, Estimate, or Work Attachment shall be made without the prior written approval of the AT&T-13STATE and CLEC, which approval shall not be unreasonably withheld, conditioned or delayed;
 - (ii) Any request for a material change shall be accompanied by AT&T-13STATE's estimate of any increase or decrease to the approved Estimate, or changes to the approved Work Attachment;
 - (iii) Changes to any Construction Drawings shall be in writing and shall be signed by both the AT&T-13STATE and CLEC prior to implementation of the change;

- (iv) As soon as reasonably possible after receipt of a written change request from either Party, the AT&T-13STATE or CLEC who receives a request to make a change shall have up to five (5) business days to approve or disapprove of the request. If such Party fails to respond within the five (5) business day period, the request and associated amended Estimate shall be deemed approved;
- (v) As a condition for commencing Work related to the approved change request and amended cost, CLEC shall pay AT&T-13STATE the increase (if any) between the amended Estimate and the original Estimate as an advance payment.

27. IF CLEC CONTRACTS FOR DESIGN AND CONSTRUCTION DRAWINGS AND CONSTRUCTION DIRECTLY WITH THE AT&T-13STATE APPROVED SUPPLIER

- 27.1 CLEC shall provide AT&T-13STATE with CLEC's proposed design and construction Attachment and the AT&T-13STATE's Supplier they have agreed to use.
- 27.2 CLEC shall provide AT&T-13STATE the Site Plan prepared by an AT&T-13STATE's Supplier for AT&T-13STATE's approval.
- 27.3 Upon AT&T-13STATE's approval of the Site Plan, CLEC shall have an AT&T-13STATE's Supplier prepare the construction drawings for AT&T-13STATE's approval.
- 27.4 Upon approval by AT&T-13STATE, CLEC may commence construction of its Microwave Entrance Facilities, provided CLEC provides AT&T-13STATE with a copy of the building permit.
- 27.5 Change Orders. Any changes requested by AT&T-13STATE, CLEC, Contractor or Supplier shall be subject to the following provisions:
 - (i) No material changes to the approved Construction Drawings, Estimate, or Work Attachment shall be made without the prior written approval of the AT&T-13STATE and CLEC, which approval shall not be unreasonably withheld, conditioned or delayed;
 - (ii) Any request for a material change shall be accompanied by AT&T-13STATE or CLEC's estimate of any increase or decrease to the approved Estimate, or changes to the approved Work Attachment;
 - (ii) Changes to any Construction Drawings shall be in writing and shall be signed by both the AT&T-13STATE and CLEC prior to implementation of the change;
 - (iv) As soon as reasonably possible after receipt of a written change request from either Party, the AT&T-13STATE or CLEC who receives a request to make a change shall have up to five (5) business days to approve or disapprove of the request. If such Party fails to respond within the five (5) business day period, the request and associated amended Estimate shall be deemed approved.
- 27.6 Reimbursement to AT&T-13STATE for AT&T-13STATE Employees and AT&T-13STATE Suppliers Time. This charge shall equal the sum of the hourly charges for the AT&T-13STATE Supplier(s) employed by AT&T-13STATE and AT&T-13STATE employees to review (a) CLEC's Site Plans and Construction Drawings

for the Microwave Entrance Facilities, (b) CLEC's permitting materials to obtain the necessary permits for the operation of CLEC's Microwave Entrance Facilities and (c) if CLEC directs and performs the work, supervision of CLEC's approved suppliers and contractors during construction. These costs include, but are not limited to, associated travel costs incurred by AT&T-13STATE Suppliers and employed by AT&T-13STATE, employees.

The estimated amount shall be invoiced to CLEC at the time the Work Attachment is provided to CLEC and payment by CLEC shall be under the same terms and conditions as stated in paragraph 26.2 of this Attachment. During the design and construction phase and during construction and after the work is completed, AT&T-13STATE shall have the right to increase such estimate and invoice CLEC with CLEC's payment to be received by AT&T-13STATE within thirty (30) calendar days of CLEC's receipt of such invoice.

27.7 Supervision of CLEC's Supplier. This charge shall equal the sum of the hourly charges of any AT&T-13STATE employees or AT&T-13STATE Suppliers that are employed by AT&T-13STATE to monitor the microwave antenna support structure design and installation performed by CLEC's Supplier, if AT&T-13STATE, at AT&T-13STATE's discretion, determines that such supervision is necessary. The fee for supervision by an AT&T-13STATE employee or AT&T-13STATE Supplier employed by AT&T-13STATE shall be assessed as an ICB charge and billed by AT&T-13STATE immediately following the charges being incurred.

27.8 Bonding and Grounding. CLEC's AT&T-13STATE approved Supplier will be responsible for provisioning the grounding and bonding of CLEC's Microwave Entrance Facilities and any additional rooftop grounding necessary to protect AT&T-13STATE's equipment or other occupants' equipment located in the AT&T-13STATE premises. Collocated Microwave Entrance Facility equipment must comply with extraordinary bonding and grounding requirements, pursuant to AT&T-13STATE's technical publications, specifically TP76200 and TP76300. These requirements may necessitate the utilization of additional interior central office floor space to accommodate the requested arrangement than would normally be required to accommodate an equal quantity of telecommunications equipment racks that would not be subject to these bonding and grounding requirements. When bonding and grounding requirements necessitate the utilization of floor space in excess of the requested physical collocation space, floor space charges will be based upon the additional amount of floor space required to accommodate the requested collocated equipment arrangement.

28. TITLE TO FACILITIES AND IMPROVEMENTS

28.1 Title to CLEC's Microwave Entrance Facilities shall remain with the CLEC as the property of CLEC and shall not become fixtures to AT&T-13STATE's Property.

28.2 Equipment Safety Requirements. CLEC's Microwave Entrance Facilities equipment must comply with all industry safety codes and the following specific safety requirements:

- Telcordia Network Equipment Building System (NEBS) Requirements, Criteria Level 1, as outlined in Telcordia Special Report SR-3580, Issue 1;

- FCC OET Bulletin 65, dated 08/97;
- AT&T-13STATE Engineering and Installation Standards;
- American National Standards Institute;
- Telecommunications – Electrical Protection of Communications Towers and Associated Structures ANSI T1.334-2002;
- Telecommunications – Electrical Protection of Telecommunications Central Offices and similar Type Facilities, ANSI T1.313-2003;
- All federal, state, and local codes for the specific area. For example, national building codes such as the Uniform Building Code (UBC), Building Officials and Code Administration (BOCA), and the Southern Building Code Congress International (SBCCI), when adopted by the local municipality as the code of record for that area.

29. CLOSEOUT

29.1 If CLEC contracts directly for the design and construction drawings, CLEC shall provide AT&T-13STATE, at no cost to AT&T-13STATE, with record drawings (“Record Drawings”) ninety (90) days after the substantial completion of the Work at the site. The Record Drawings shall be prepared based on as-built drawings provided to the CLEC or its agents by the Supplier. CLEC shall provide AT&T-13STATE the Record Drawings in the following formats:

- a) One set saved in AutoCAD 2000i on CD-ROM.
- b) Three sets of full size blueprints or bond prints.
- c) Two sets of half size bond prints.

NOTE: If CLEC fails to provide complete as built Record Drawings within the 90 day interval, such failure shall be deemed a breach of the Attachment, and AT&T-13STATE will have the option of terminating this agreement with all costs incurred to be paid by CLEC or to contract an approved supplier to create the required drawings and all charges will be billed to the CLEC.

30. COOPERATION

30.1 AT&T-13STATE and CLEC each shall cooperate and diligently assist the Contractors and Suppliers in the completion and performance of the Work.

31. WALKTHROUGH

31.1 Within five (5) business days following substantial completion of the Work, AT&T-13STATE and CLEC shall conduct a walkthrough of the Premises, including testing of the CLEC’s Microwave Entrance Facilities, and shall jointly complete a list of outstanding items needing additional work, adjustment or correction. AT&T-13STATE or CLEC, depending on who contracts for the design and construction drawings and construction, shall cause the Contractors and Suppliers, as appropriate, to complete all outstanding items within ten (10) business days following the walkthrough, or agreed upon timeline by both Parties. Once the Contractors and Suppliers, as the case may be, have given notice of the completion of the outstanding items, AT&T-13STATE and CLEC shall conduct another walkthrough and testing of CLEC’s Microwave Entrance Facilities to determine if the list of outstanding items have been completed.

32. SUBSEQUENT ALTERATIONS

- 32.1 Any alterations, or modifications to the agreed upon Microwave Entrance Facilities arrangement shall be subject to the terms and conditions set forth in this Attachment.

EXHIBIT I DESCRIPTION OF PREMISES

The Premises consist of those specific areas described/shown below where CLEC's Microwave Entrance Facilities communications antennae and equipment occupy AT&T-13STATE's property. The Premises and the associated utility connections and access, including rights of ingress, egress, dimensions, and locations as described/shown below, are approximate only and may be adjusted or changed by AT&T-13STATE at the time of construction to reasonably accommodate sound engineering criteria and the physical features of AT&T-13STATE's property.

A final drawing or copy of a property survey depicting the above will replace this Exhibit I when initialed by AT&T-13STATE.

Notes:

1. This Exhibit may be replaced by a land survey or Site Plan of the Premises once it is received by CLEC.
2. Setback of the Premises from the AT&T-13STATE's boundaries shall be the distance required by the applicable government authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, and mounting positions may vary from what is shown above.

EXHIBIT II

LIST OF APPROVED CONTRACTORS AND SUPPLIERS

ATTACHMENT 4C
WIRELESS COLLOCATION
PHYSICAL COLLOCATION

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ATTACHMENT PHYSICAL COLLOCATION

1. INTRODUCTION

AT&T-13STATE will provide Physical Collocation arrangements at the rates, terms and conditions set forth below.

1.1 Process

- 1.1.1 This Attachment provides for the placing of Wireless Collocator telecommunications equipment and facilities on AT&T-13STATE property for the purposes set forth in Section 1.3, following.

1.2 Scope

- 1.2.1 Physical Collocation provides actual space via AT&T-13STATE approved vendor (hereinafter referred to as Dedicated Space) within AT&T-13STATE Eligible Structure as defined in Section 2, Definitions, following. The Wireless Collocator will lease the Dedicated Space from AT&T-13STATE and install certain of its own telecommunications equipment within the Dedicated Space that is necessary for the purposes set forth in Section 1.3 following, AT&T-13STATE will provide caged, cageless, and other Physical Collocation arrangements within its Eligible Structures. When space is Legitimately Exhausted inside an Eligible Structure, AT&T-13STATE will permit collocation in Adjacent Structures located on AT&T-13STATE's property in accordance with this Attachment.

1.3 Purpose

- 1.3.1 Wireless collocation is available for the placement of telecommunications equipment as provided for in this attachment for the purposes of (i) transmitting and routing telephone exchange service or exchange access pursuant to 47 U.S.C. 251(c)(2) of FTA96. The terms "telephone exchange service" and "exchange access" are used as defined in 47 U.S.C. 153(47), 47 U.S.C. 153(16), and 47 U.S.C. 153(29) of FTA96, respectively. Nothing contained in this attachment shall prohibit a Wireless Collocator from exercising its rights under the Telecommunications Act of 1996 ("Act"). Specifically, a Wireless Collocator may exercise its rights under sections 252(a)(1) and Section 252(i) of the Act at any time.

- 1.4 The Parties intend that this Attachment contain the sole and exclusive terms and conditions by which the Wireless Collocator will obtain Physical Collocation from AT&T-13STATE pursuant to 47 U.S.C. § 251(c)(6). For the term of the Agreement, AT&T-13STATE will process any order for any 251(c)(6) Physical Collocation submitted by Wireless Collocator, as being submitted under this Attachment and, further, will convert any 251(c)(6) Physical Collocation provided under tariff ("Billing Conversions") with the effective date of the Amendment. to this Attachment. The Billing Conversions shall only involve changes in the applicable pricing prospectively, and AT&T-13STATE will not impose any charge(s) to perform such Billing Conversion(s).

1.4.1 Prospective Effect

- 1.4.1.1 Except as may otherwise be provided within this Attachment, any Billing Conversion made pursuant to Section 1.4 shall be effective on a prospective basis only, including for non-recurring and recurring charges. The rates implemented via this interconnection agreement shall apply to all existing collocation arrangements that were established under

the terms and conditions established pursuant to 47 USC 251(c)(6) without the need for a specific request by the Wireless Collocator that such new rates be implemented for each such collocation arrangement. Adoption of a new rate structure shall not by itself require purchaser to incur any new non-recurring collocation area modification or application charges.

- 1.4.1.2 In the event that any order for any 251(c)(6) Physical Collocation submitted by Wireless Collocator is pending as of the Effective Date of the Agreement, any non-recurring charges then due and owing or otherwise then contemplated by such pending order shall be assessed in accordance with the rates set forth in the arrangement (e.g., tariff or prior interconnection agreement) under which the order was originally submitted; provided, however, that any recurring charges arising out of such order shall be subject to the rates set forth in this Agreement from the Effective Date forward.

2. **DEFINITIONS**

- 2.1 **Act** - “Act” means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.
- 2.2 **Active Collocation Space** - Denotes the space within an Eligible Structure that has sufficient telecommunications infrastructure systems, including power that can be designated for Physical Collocation. Space within CEVs, huts and cabinets and similar Eligible Structures that can be designated for Physical Collocation is considered to be Active Collocation Space.
- 2.3 **Adjacent Off-site Arrangement** - Where Physical Collocation space within **AT&T-13STATE** Eligible Structure is Legitimately Exhausted, and the Wireless Collocator’s Adjacent On-site space is not within 50 ft. of the Eligible Structure’s outside perimeter wall, the Wireless Collocator has the option and **AT&T-13STATE** shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Wireless Collocator’s site is located on a property that is contiguous to or within one standard city block of **AT&T-13STATE**’s Central Office or Eligible Structure.
- 2.4 **Adjacent Structure** - A Wireless Collocator-provided structure placed on **AT&T-13STATE** property (Adjacent On-site) or non-**AT&T-13STATE** property (Adjacent Off-site) adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible.
- 2.5 **Augment** - A request from a Wireless Collocator to add or modify space, equipment, and/or cable to an existing Physical Collocation arrangement.
- 2.6 **Cross-Connect** - A service order-generated connection of one or more Wireless Collocator’s equipment cables using patch cords or jumpers that attach to connecting equipment hardware at the Main Distribution Frame (MDF), Intermediate Distribution Frame (IDF) or Fiber Distribution Frame (FDF).
- 2.7 **Direct Connection** - Sometimes inappropriately called a cross-connect, this is a cable connection between a Wireless Collocator’s collocated equipment in a Physical or Virtual Collocation arrangement and its own or another Wireless Collocator’s physically or

virtually collocated equipment, located within the Eligible Structure (see Cross Connect, 2.6).

- 2.8 **Custom Work Charge** - Denotes the charge(s) developed solely to meet the construction requirements of the Wireless Collocator, (e.g., brighter lighting above the Wireless Collocator's cage, circular cage, different style tile within the cage).
- 2.9 **Day** - For purposes of application and/or installation intervals, "day" denotes calendar days unless otherwise specified. However, any time period equal to or less than five (5) days, day denotes business day.
- 2.10 **Delivery Date** - The date on which AT&T-13STATE provides the requested collocation space constructed in accordance with the requesting carrier's application, and turns the functional space over to the requesting carrier. The space is functional when AT&T-13STATE has completed all it has to do and is not dependent on when or whether the Wireless Collocator has completed its work.
- 2.11 **Dedicated Space** - Denotes the space assigned for the Wireless Collocator's Physical Collocation arrangement located in AT&T-13STATE Eligible Structure.
- 2.12 **Effective Billing Date** - The date AT&T-13STATE completed its work as required by the Wireless Collocator's accurate and complete application and made the Physical Collocation space available to the Wireless Collocator, regardless of any failure by the Wireless Collocator to complete its work.
- 2.13 **Eligible Structure** - Eligible Structure refers to AT&T-13STATE's Central Offices and serving wire centers, as well as all buildings or similar structures owned or leased by AT&T-13STATE that house its network facilities, and all structures that house AT&T-13STATE's facilities on public rights-of-way.
- 2.14 **Extraordinary Charges** - Those costs for requests for construction or maintenance that are beyond what is ordinary, average, usual or normal in degree or measure based upon the terms, conditions, and rates established in this Attachment. Extraordinary costs are one-time expenses AT&T-13STATE incurs to meet the specific request of an individual Wireless Collocator and will not typically benefit either other Wireless Service Provider or AT&T-13STATE as defined in Section 17.
- 2.15 **Inactive Space** - Denotes the space within the central office that can be designated for physical collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other (Inactive) Collocation Space is applicable to space within central offices only; other Eligible Structures such as CEVs, Huts, and Vaults are considered Active Collocation Space.
- 2.16 **Individual Case Basis (ICB)** - AT&T-13STATE may seek to impose Individual Case Basis (ICB) charges for requirements based on requests from a Wireless Collocator that are beyond the terms, conditions, and rates established in this Attachment.
- 2.17 **Infrastructure Systems** - Denotes the structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems, power, high efficiency filtration, humidity controls, remote alarms, and smoke purge.
- 2.18 **Installation Supplier** - Suppliers/vendors that are approved to perform central office installation work for AT&T-13STATE and for Wireless Collocator in AT&T-

13STATE eligible structures in all collocation footprints areas and/or AT&T-13STATE common areas in the technologies and geographical locations for which they are approved by AT&T-13STATE.

- 2.18.1 **AT&T Approved CO Installation Suppliers (Tier 1 Approved Suppliers)** - These suppliers are approved to perform CO installation work for AT&T-13STATE and for Wireless Collocators in AT&T-13STATE central offices in all collocation areas and common areas in the technologies and geographical locations for which they are approved by the AT&T-13STATE per the letter codes listed in a table on the Tier 1 list on <https://clec.att.com/clec>.
- 2.18.2 **AT&T Collocation Approved Installation Suppliers (Tier 2 Approved Suppliers)** - These suppliers have been approved to perform collocation installation work for Wireless Collocators in all 13 states of the AT&T-13STATE central offices in the Caged Collocation area and in the "footprint of the bay" in the Cageless (Physical) Collocation area. This category of approval does not include access to common areas, installation of cabling outside of the cage or footprint, virtual collocation areas, the MDF or the BDFB power distribution areas.
- 2.19 **Interconnection** - As described in the Act and refers to the connection between networks for the purpose of transmission and routing of telephone exchange service traffic, exchange access and jointly provisioned switched access traffic .
- 2.20 **Interconnector's Guide for Collocation (Collocation Handbook)** -or like document is a publication provided to Wireless Collocators that provides information on how to order collocation arrangements and the processes and requirements for collocation in the AT&T-13STATE's, which is located on the AT&T-13STATE CLEC ONLINE Web-Site (<https://clec.att.com/clec>), as amended from time to time.
- 2.21 **Legitimately Exhausted** - Denotes when all space in a Central Office (CO) or other Eligible Structure that can be used to locate telecommunications equipment via physical collocation is completely occupied.
- 2.22 **Main Distribution Frame** - The termination point in the Eligible Structure between cables from the outside, tied down on one side of the frame, and internal lines, tied down on the other side of the frame.
- 2.23 **Non-Standard Collocation Request (NSCR)** - AT&T-13STATE may seek to impose non-standard charges for requirements based on requests from a Wireless Collocator that are beyond the terms, conditions, and rates established in this Attachment.
- 2.24 **Preparation Charges** - Denotes those charges associated with the initial preparation of the Wireless Collocator's Dedicated Space.
- 2.25 **Remote Terminals** - Controlled Environmental Vaults (CEV), Huts, Remote Terminals and Cabinets and other AT&T owned or controlled premises where collocation is practical and technically feasible, e.g. where heat dissipation is not severely limited or there is sufficient space for Wireless Collocator's equipment.
- 2.26 **Technical Publications** - documents for installation requirements, can include network equipment, power, grounding, environmental, and physical design requirements. These documents can be referenced via <https://clec.att.com/clec>.

- 2.27 **Technically Feasible** - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. Technical impediment shall be determined consistent with the definition of technically feasible in 47 CFR Section 51.5 to the extent that definition may be effective at the time of such determination. A rebuttable presumption that a collocation arrangement is technically feasible shall arise if the arrangement has been deployed by any incumbent local exchange carrier in the country.
- 2.28 **Telecommunications Infrastructure Space** - Denotes the square footage or linear footage of space, including common areas, used to house telecommunications infrastructure equipment necessary to support collocation space used for interconnection with AT&T-13STATE's network.
- 2.29 **Unused Space** - Any space (i) existing in AT&T-13STATE's Eligible Structures at the time of a collocation request, (ii) that is not subject to a valid space reservation by AT&T-13STATE's or any third party, (iii) that is not occupied by AT&T-13STATE's, its affiliates', or third party's equipment, and is not needed for access to, or egress from, work areas (iv) that is not being used by AT&T-13STATE's or its affiliates for administrative or other functions and (v) on or in which the placement of any equipment or network facilities (AT&T-13STATE's or Requesting Wireless Collocator's) would not violate any local or state law, rule or ordinance (e.g., fire, OSHA, or zoning) or technical standards (performance or safety) or would void AT&T-13STATE's warranty on proximate.

3. GENERAL

3.1 Certification

- 3.1.1 The Wireless Collocator requesting Physical Collocation is responsible for obtaining any necessary certifications or approvals from the state utility commission prior to provisioning of telecommunications service by using the Physical Collocation space. AT&T-13STATE shall not refuse to process an application for collocation space and shall not refuse to provision the collocation space submitted by a telecommunications carrier while that telecommunications carrier's state certification is pending or prior to a final approved interconnection agreement.

- 3.2 The rates and charges in this Attachment are applicable only for Physical Collocation arrangements in Eligible Structures as defined in Section 2 of this Attachment. AT&T-13STATE allocates the charges for space preparation and security charges on a prorated basis so the first Wireless Collocator in a premise will not be responsible for the entire cost of site preparation. However, ancillary charges for unique Wireless Collocator requests for collocation options directly attributable to the requesting Wireless Collocator will not be prorated. Examples include power arrangements and POT bay-related options.

3.3 Hazardous Waste and Materials

- 3.3.1 The Wireless Collocator and its vendors shall adhere to all federal, state and local regulations regarding hazardous material/waste. In addition, the telecommunications carrier's Installation Supplier shall adhere to all AT&T-13STATE requirements. The Installation Supplier shall coordinate with the AT&T-13STATE representative before any activity relating to hazardous material/waste is started. Refer to the Interconnector's

Guide for Collocation Products and Services Handbook Attachment B, may be accessed via <https://clec.att.com/clec>.

3.4 Safety

3.4.1 The Wireless Collocator shall be entirely responsible for the safety and instruction of its employees or representatives. The Wireless Collocator shall take precautions to avoid harm to personnel, equipment, and building (e.g., cutting installed threaded rod) of AT&T-13STATE or other telecommunications carriers. The Wireless Collocator shall immediately report to the AT&T-13STATE representative any accident, outside agency inspection or hazardous condition, such as any accident or injury that occurs to employees or subcontractors of the Wireless Collocator while on AT&T-13STATE premises or any OSHA inspection or citations issued to the Wireless Collocator while on AT&T-13STATE premises. (Refer to Interconnector's Guide for Collocation for further details).

3.5 Parking at Eligible Structures will be provided on a first-come, first-served basis if there is no commercial parking or curbside parking available within a reasonable radius of the Eligible Structure. AT&T-13STATE will rent parking spaces to Wireless Collocator on a first-come, first-served basis if such space is available. Wireless Collocator may not park in spaces that are reserved for AT&T-13STATE vehicles and which are designated as reserved. AT&T-13STATE shall not unreasonably reserve for its own use all parking at the Eligible Structure.

3.6 Wireless Collocator shall be allowed to have reasonable use of and access to loading docks. Wireless Collocator and AT&T-13STATE are required to follow all posted traffic and AT&T-13STATE signs and follow all applicable parking and traffic laws and ordinances.

3.7 Wireless Collocator's Equipment and Facilities

3.7.1 The Wireless Collocator is solely responsible for the design, engineering, testing, performance and maintenance of the telecommunications equipment and facilities used in the Dedicated Space. The Wireless Collocator will be responsible for servicing, supplying, repairing, installing and maintaining the following within the Dedicated Space or optional Point of Termination (POT) frame located in the common area:

3.7.1.1 its fiber optic cable(s) or other permitted transmission media as specified in Section 9.1;

3.7.1.2 its equipment;

3.7.1.3 required point of termination cross connects in the Dedicated Space or the optional POT Frame/Cabinet located in the Common Area;

3.7.1.4 POT frame maintenance, including replacement power fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within the Dedicated Space or in the optional POT Frame/Cabinet located in the Common Area and accessible by the Wireless Collocator and only if and as required; and

3.7.1.5 the connection cable and associated equipment which may be required within the Dedicated Space(s) or in the optional POT Frame/Cabinet located in the Common Area to the point(s) of termination.

3.7.2 AT&T-13STATE neither accepts nor assumes any responsibility whatsoever in any of the areas so designated in this Section.

3.8 Americans with Disability Act (ADA)

- 3.8.1 The rates and charges in this Attachment do not include costs for any Americans with Disability Act (ADA) construction generated or caused by the Physical Collocation space request. If required, ADA construction will be provided on an ICB.
- 3.8.2 If AT&T-13STATE is required to upgrade an Eligible Structure, or portion of the structure to comply with the Americans with Disability Act (ADA) which arises as a direct result of Wireless Collocator's collocation arrangement, AT&T-13STATE will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each Wireless Collocator located within the Eligible Structure, based on the total space utilized by each Wireless Collocator.
- 3.8.3 Should AT&T-13STATE benefit in any way from the ADA upgrades, it shall absorb half of the cost when there is one benefiting Wireless Collocator, one-third when there are two (2), and so on.
- 3.8.4 Should AT&T-13STATE be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not a Wireless Collocator was collocated in the CO), AT&T-13STATE shall absorb all of the costs related to such an upgrade.

4. LIMITATION OF LIABILITY

4.1 Limitation of Liability

- 4.1.1 With respect to any claim or suit for damages arising in connection with the mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring either in the course of furnishing service pursuant to the Agreement, the liability of either AT&T-13STATE or the Wireless Collocator, if any, shall not exceed an amount equivalent to the proportionate monthly charge to the Wireless Collocator for the period during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues.
- 4.1.2 Neither AT&T-13STATE nor the Wireless Collocator shall be responsible to the other for any indirect, special, consequential, lost profit or punitive damages, whether in contract or tort.
- 4.1.3 Both AT&T-13STATE and the Wireless Collocator shall be indemnified and held harmless by the other against claims and damages by any Third Party arising from provision of the other ones' services or equipment, except those claims and damages directly associated with the provision of services to each other which are governed by the provisioning Party's applicable agreements.
- 4.1.4 The liability of either AT&T-13STATE or the Wireless Collocator for its willful misconduct or gross negligence is not limited by this Attachment.

4.2 Third Parties

- 4.2.1 AT&T-13STATE is required by law to provide space in and access to its Eligible Structures to certain other persons or entities ("Others"), which may include competitors of the Wireless Collocator; that such space may be close to the Dedicated Space, possibly including space adjacent to the Dedicated Space and with access to the outside of the Dedicated Space within the collocation area; and that if caged, the cage around the Dedicated Space is a permeable boundary that will not prevent the Others from observing or even damaging the Wireless Collocator's equipment and facilities.

4.2.2 In addition to any other applicable limitation, neither AT&T-13STATE nor the Wireless Collocator shall have any liability with respect to any act or omission by any Other, regardless of the degree of culpability of any Other, except in instances involving gross negligence or willful actions by either AT&T-13STATE or the Wireless Collocator or its agents or employees.

4.3 Force Majeure Events

4.3.1 No Party shall be responsible for delays or failures in performance of any part of this Attachment (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including, but not limited to acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, work stoppages, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, or omissions of transportation carriers (individually or collectively, a “**Force Majeure Event**”) or any Delaying Event caused by the other Party or any other circumstances beyond the Party’s reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt written notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party’s obligations relate to the performance so interfered with). The affected Party shall use reasonable and diligent efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease.

4.4 Insurance

4.4.1 A certificate of insurance stating the types of insurance and policy limits provided the Wireless Collocator must be received prior to commencement of any work. The insurance provisions and requirements are reciprocal to AT&T-13STATE as well. If a certificate is not received, AT&T-13STATE will notify the Wireless Collocator, and the Wireless Collocator will have five (5) business days to cure the deficiency. If the Wireless Collocator does not cure the deficiency within five (5) business days, Wireless Collocator hereby authorizes AT&T-13STATE and AT&T-13STATE may, but is not required to, obtain insurance on behalf of the Wireless Collocator as specified herein. AT&T-13STATE will invoice Wireless Collocator for the costs incurred to so acquire insurance but only for the period of non-compliance. An invoice by AT&T-13STATE to the Wireless Collocator will invoice all costs to obtain insurance through the point in time when the Wireless Collocator’s certificate of coverage is received. If AT&T-13STATE has paid insurance on behalf of the Wireless Collocator for any time period in advance of the point where AT&T-13STATE receives Wireless Collocator’s insurance certificate, then the Wireless Collocator will be required to reimburse AT&T-13STATE for that future time period unless the insurance carrier reimburses AT&T-13STATE for that future time period.

- 4.4.2 The Wireless Collocator shall also require all contractors who may enter the Eligible Structure to maintain the same insurance requirements listed above.
- 4.4.3 The Wireless Collocator shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a BEST Insurance Rating of A-:VII (A-:seven).
- 4.4.4 The Wireless Collocator shall maintain the following specific coverage:
- 4.4.4.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). AT&T shall be named as an ADDITIONAL INSURED on ALL applicable policies as specified herein.
- 4.4.4.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 4.4.4.3 The Wireless Collocator may elect to purchase business interruption and contingent business interruption insurance, having been advised that AT&T assumes no liability for loss of profit or revenues should an interruption of service occur.
- 4.4.5 All policies purchased by Wireless Collocator shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by AT&T. All insurance must be in effect on or before the date equipment is delivered to the premises and shall remain in effect for the term of this Attachment or until all of Wireless Collocator's property has been removed from the premises, whichever period is longer. If Wireless Collocator fails to maintain required coverage, AT&T may pay the premiums thereon and seek reimbursement of same from Wireless Collocator but only for the period of non-compliance. An invoice by AT&T-13STATE to the Wireless Collocator will invoice all costs to obtain insurance through the point in time when the Wireless Collocator's certificate of coverage is received. If AT&T-13STATE has paid insurance on behalf of the Wireless Collocator for any time period in advance of the point where AT&T-13STATE receives Wireless Collocator's insurance certificate, then the Wireless Collocator will be required to reimburse AT&T-13STATE for that future time period unless the insurance carrier reimburses AT&T-13STATE for that future time period.
- 4.4.6 Wireless Collocator shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) days prior to the commencement of any work in the collocation space. Failure to meet this interval may result in construction and equipment installation delays. Wireless Collocator shall arrange for AT&T to receive thirty (30) days advance notice of cancellation from Wireless Collocator's insurance company. Wireless Collocator shall forward a certificate of insurance and notice of cancellation to AT&T at the following address:

AT&T Collocation Service Center
1410 E. Renner Road
Richardson, TX 75082

4.4.7 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

4.5 Self-Insured

4.5.1 Self-insurance in lieu of the insurance requirements listed preceding shall be permitted if the Wireless Collocator 1) has a tangible net worth of fifty (50) million dollars or greater, and 2) files a financial statement annually with the Securities and Exchange Commission and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet. The ability to self-insure shall continue so long as the Wireless Collocator meets all of the requirements of this Section. If the Wireless Collocator subsequently no longer satisfies this Section 4.5.1, Coverage Requirements, shall immediately apply.

5. INDEMNIFICATION OF AT&T-13STATE

5.1 Except as otherwise provided herein, the indemnity provisions of the Agreement between AT&T-13STATE and the Wireless Collocator shall apply and are incorporated herein by this reference. However, in no event will the provisions in this Section supersede or override the indemnification provisions contained in the Agreement. Additionally, in the event of a conflict between indemnification provisions in the Agreement and this Attachment, the provisions in the Agreement will control.

5.2 Wireless Collocator shall indemnify and hold harmless AT&T-13STATE the agents, employees, officers, directors and shareholders of any of them ("Indemnities"), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorneys' fees), damages, injuries, of any kind, (individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and other employer obligations which may be asserted against AT&T-13STATE where such liabilities arise in connection with Wireless Collocator's use of persons that it classifies as an independent contractor or subcontractor to perform obligations under this Attachment; (d) attachments, liens or claims of material persons or laborers arising out of or resulting from or in connection with this Attachment or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of Wireless Collocator or a contractor or a representative of Wireless Collocator or an employee of any one of them, except to the extent such Liabilities arise from the negligence or willful or intentional misconduct of AT&T-13STATE or its employees. The provisions in this Section are reciprocal and applicable also to AT&T-13STATE.

5.3 AT&T-13STATE shall, make reasonable efforts to promptly notify Wireless Collocator of any suit or other legal proceeding asserting a claim for Liabilities. Upon request, Wireless Collocator shall, at no cost or expense to any Indemnatee, defend any such suit or legal proceeding asserting a claim for Liabilities, and Wireless Collocator shall pay any costs and attorneys' fees that may be incurred by any Indemnatee in connection with any such claim, proceeding or suit. Wireless Collocator shall also (a) keep AT&T-

13STATE and any other Indemnatee subject to any such claim fully informed as to the progress of such defense, and (b) afford AT&T-13STATE and such Indemnatee, each at its own expense, an opportunity to participate on an equal basis with Wireless Collocator in the defense or settlement of any such claim.

5.4 Casualty Loss

5.4.1 Damage to Dedicated Space

5.4.1.1 If the Dedicated Space is damaged by fire or other casualty that is not the result of the Wireless Collocator's actions or those of a Third Party as hereinafter described, and (1) the Dedicated Space is not rendered untenable in whole or in part, AT&T-13STATE shall repair the same at its expense (as hereafter limited) and the monthly charge shall not be abated, or (2) the Dedicated Space is rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) business days, AT&T-13STATE has the option to repair the Dedicated Space at its expense (as hereafter limited) and the monthly charges shall be proportionately abated while the Wireless Collocator was deprived of the use. If the Dedicated Space cannot be repaired within ninety (90) business days, or AT&T-13STATE opts not to rebuild, then AT&T-13STATE shall notify the Wireless Collocator within thirty (30) business days following such occurrence that the Wireless Collocator's use of the Dedicated Space will terminate as of the date of such damage. Upon the Wireless Collocator's election, AT&T-13STATE must provide to the Wireless Collocator, a comparable substitute collocation arrangement at another mutually agreeable location at the applicable non-recurring charges for that arrangement and location.

5.4.1.2 Any obligation on the part of AT&T-13STATE to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as prepared for the Wireless Collocator by AT&T-13STATE.

5.4.2 Damage to Eligible Structure

5.4.2.1 In the event that the Eligible Structure in which the Dedicated Space is located shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall, in AT&T-13STATE's opinion be advisable, then, notwithstanding that the Dedicated Space may be unaffected thereby, AT&T-13STATE, at its option, may terminate services provided via this Attachment by giving the Wireless Collocator ten (10) business days prior written notice within thirty (30) business days following the date of such occurrence, if at all possible.

6. SECURITY

6.1 AT&T-13STATE may impose the following reasonable security measures on Wireless Collocator to assist in protecting its network and equipment from harm. AT&T-13STATE may impose security arrangements as stringent as the security arrangements AT&T-13STATE maintains at its own Eligible Structures either for its own employees or for authorized contractors. To the extent security arrangements are more stringent for one group than the other, AT&T-13STATE may impose the more stringent requirements. Stated differently, the incumbent will not impose discriminatory security requirements that result in increased collocation costs without the concomitant benefit of providing necessary protection of the incumbent's equipment. AT&T-13STATE will not use any information collected in the course of implementing or operating security

arrangements for any marketing or other purpose in aid of competing with Wireless Collocator.

- 6.1.1 Wireless Collocator will conduct background checks of its personnel and technicians who will have access to the collocation space. Such background checks will include but are not to be limited to criminal background checks for offenses involving theft or damage to property, and a check of FBI listings of known or suspected terrorists.
- 6.1.1.1 Wireless Collocator technicians will be security-qualified by the Wireless Collocator and will be required to be knowledgeable of AT&T-13STATE security standards. Wireless Collocator personnel and technicians will undergo the same level of security training or its equivalent that AT&T-13STATE's own employees and authorized contractors must undergo. AT&T-13STATE will not, however, require Wireless Collocator to receive security training from AT&T-13STATE, but will provide information to Wireless Collocator on the specific type of training required.
- 6.1.1.2 Wireless Collocator can then provide its employees with its own security training. Qualification program and security training details shall be included in AT&T-13STATE's Technical Publications via <https://clec.att.com/clec>.
- 6.1.1.3 Wireless Collocator and AT&T-13STATE will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other property of AT&T-13STATE for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the Wireless Collocator or AT&T-13STATE in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the Wireless Collocator or AT&T-13STATE in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other AT&T-13STATE property:
 - 6.1.1.3.1 Theft or destruction of AT&T-13STATE's or Wireless Collocator's property;
 - 6.1.1.3.2 Use/sale or attempted use/sale of alcohol or illegal drugs on AT&T-13STATE property;
 - 6.1.1.3.3 Threats or violent acts against other persons on AT&T-13STATE property;
 - 6.1.1.3.4 Knowing violations of any local, state or federal law on AT&T-13STATE property;
 - 6.1.1.3.5 Permitting unauthorized persons access to AT&T-13STATE or Wireless Collocator's equipment on AT&T-13STATE property; and
 - 6.1.1.3.6 Carrying a weapon on AT&T-13STATE property.

In addition, Wireless Collocator and AT&T-13STATE will take appropriate disciplinary steps as determined by each Party to address any violations reported by AT&T-13STATE or the Wireless Collocator of AT&T-13STATE's policies and practices on security, safety, network reliability, and business conduct as defined in AT&T-13STATE's Interconnector's Collocation Services Handbook <https://clec.att.com/clec> for Physical Collocation in AT&T-13STATE, provided the Handbook and any and all updates to it are timely provided to Wireless Collocator at no charge.

- 6.1.1.4 Wireless Collocator will provide indemnification as set forth in Section 5 of this Attachment and insurance as set forth in Section 4.4 of this Attachment to cover any damages caused by the Wireless Collocator's technicians at a level commensurate

with the indemnification and insurance provided by AT&T-13STATE-authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to AT&T-13STATE as well.

- 6.1.1.5 AT&T-13STATE may use reasonable security measures to protect its equipment. In the event AT&T-13STATE elects to erect an interior security partition in a given Eligible Structure to separate its equipment, AT&T-13STATE may recover the costs of the partition in lieu of the costs of other reasonable security measures if the partition costs are lower than the costs of any other reasonable security measure for such Eligible Structure. In no event shall a Wireless Collocator be required to pay for both an interior security partition to separate AT&T-13STATE's equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure.
- 6.1.1.5.1 AT&T-13STATE's construction of an interior security partition around its own equipment shall not interfere with a telecommunications carrier's access to its equipment, including equipment collocated directly adjacent to AT&T-13STATE's equipment. AT&T-13STATE's construction of an interior security partition around its own equipment shall not impede a telecommunications carrier's ability to collocate within AT&T-13STATE's space. To the extent that AT&T-13STATE is required to install additional security measures within its interior security partition because a telecommunications carrier has access to its own equipment within the area, such security measures shall be constructed and maintained at AT&T-13STATE's expense.
- 6.1.1.5.2 AT&T-13STATE's enclosure of its own equipment will not be a basis for a claim that space is Legitimately Exhausted, nor will it be a basis for a claim that Active Collocation Space is exhausted.
- 6.1.1.5.3 AT&T-13STATE's enclosure of its own equipment will not unreasonably increase a telecommunications carrier's cost nor shall it result in duplicative security costs. The cost of an interior security partition around AT&T-13STATE's equipment cannot include any embedded costs of any other security measures for the Eligible Structure.
- 6.1.1.5.4 If AT&T-13STATE chooses to enclose its own equipment, AT&T-13STATE will be entitled to recover the cost of the cage only to the extent that the price of such construction is lower than that of other reasonable security measures.
- 6.1.1.5.5 AT&T-13STATE has the burden to demonstrate that the cost of security measures alternative to its partitioning of its own equipment is higher than the cost of enclosing its own equipment. If AT&T-13STATE cannot prove that other reasonable security methods cost more than an interior security partition around AT&T-13STATE's equipment, AT&T-13STATE cannot elect to erect an interior security partition in a given Eligible Structure to separate its equipment and then recover the cost from Wireless Collocators.
- 6.1.1.5.6 If AT&T-13STATE elects to erect an interior security partition and recover the cost, it must demonstrate to the Wireless Collocator that other reasonable security methods cost more than an interior security partition around AT&T-13STATE's equipment at the time the price quote is given.
- 6.1.1.6 Wireless Collocator will have access to its physically collocated equipment twenty-four (24) hours a day, seven (7) days a week, without a security escort. AT&T-

13STATE will not delay a Wireless Collocator's entry into an Eligible Structure or access to its collocated equipment. AT&T-13STATE will provide Wireless Collocator with reasonable access to restroom facilities and parking. Wireless Collocator will also have reasonable access to Wireless Collocator's assigned space during construction.

7. DEDICATED SPACE

7.1 Contact Numbers

7.1.1 AT&T-13STATE is responsible for providing the Wireless Collocator personnel a contact number for AT&T-13STATE technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week. In addition, for all activities requiring verbal and written notification per this Attachment, the Parties will provide the contact numbers included in the application process. Notwithstanding the requirements for contact numbers, the Wireless Collocator will have access to its collocated equipment in the Eligible Structure twenty-four (24) hours a day, seven (7) days a week and AT&T-13STATE will not delay a Wireless Collocator's entry into an Eligible Structure.

7.1.2 The Wireless Collocator is responsible for providing to AT&T-13STATE personnel a contact number for Wireless Collocator technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week AT&T-13STATE. In addition, for all activities requiring verbal and written notification per this Attachment, the Parties will provide the contact numbers included in the application process.

7.2 Right-to-Use; Multiple Dedicated Spaces

7.2.1 In accordance with this Attachment, AT&T-13STATE grants to the Wireless Collocator the right to use a Dedicated Space. Each Dedicated Space within an Eligible Structure will be considered a single Dedicated Space for the application of rates according to this Attachment.

7.3 Trouble Status Reports

7.3.1 AT&T-13STATE and the Wireless Collocator are responsible for making best efforts to provide prompt verbal notification to each other of significant outages or operations problems which could impact or degrade AT&T-13STATE or the Wireless Collocator's network, switches or services, with an estimated clearing time to restore service. In addition, AT&T-13STATE and the Wireless Collocator will provide written notification within twenty-four (24) hours to each other. When trouble has been identified, AT&T-13STATE or the Wireless Collocator is responsible for providing trouble status reports, consistent with this Attachment, when requested by AT&T-13STATE or the Wireless Collocator.

7.4 Service Coordination

7.4.1 AT&T-13STATE is responsible for coordinating with the Wireless Collocator to ensure that services are installed in accordance with the service request.

7.5 Active/Inactive Space Determination

7.5.1 In its notification regarding whether its request for collocation has been granted or denied AT&T-13STATE shall inform the Wireless Collocator if the space available for the requested collocation space will be Active Collocation or Inactive Space, as those terms are defined in Section 2 of this Attachment. If the Wireless Collocator's space is placed

in Inactive Space, then the notification shall also include rationale for placing the requested space in such category, including all power, switching, and other factors used in making the determination.

- 7.5.2 In the event that the Wireless Collocator disputes the AT&T-13STATE placement of the space into Inactive Space, then the Wireless Collocator may request a tour of the Eligible Structure to verify the Active/Inactive space availability. AT&T-13STATE will provide all relevant documentation to the Wireless Collocator agent supporting its placement of Wireless Collocator's requested collocation arrangement in Inactive Space, subject to executing a non-disclosure agreement at the time of the inspection tour. The request shall be submitted to the AT&T-13STATE-designated representative in writing within five (5) business days of notification to Wireless Collocator. If the Wireless Collocator fails to submit the written request within the eligible time frame, the option for an inspection tour is forfeited. The inspection tour will be scheduled within three (3) business days of receipt of the request for a tour. Any requested tour shall be scheduled to take place no later than seven (7) business days following the request for the inspection tour. At the Wireless Collocator's request, the request for inspection tour for determination of Active/Inactive space may be conducted concurrently with a tour involving space availability disputes, as provided in this Attachment, thereby modifying the time frame requirements in this paragraph.
- 7.5.3 The AT&T-13STATE representative will escort one (1) Wireless Collocator agent on the inspection tour. If the Wireless Collocator agent believes, based on the inspection tour of the Eligible Structure that the placement of the collocation space in Inactive Space is unsupportable, the Wireless Collocator agent shall promptly advise AT&T-13STATE orally and in writing within five (5) business days of the completion of the inspection tour. The Wireless Collocator may dispute the AT&T-13STATE findings through the Dispute Resolution Process outlined herein, and the burden of proof shall be on AT&T-13STATE to justify the basis for placement of the Wireless Collocator's space in Inactive Space. If the Wireless Collocator fails to submit the written request within the eligible time frame, it will be assumed that no dispute exists.
- 7.6 Types of Available Physical Collocation Arrangements
- 7.6.1 AT&T-13STATE will make each of the arrangements outlined below available within its Eligible Structures in accordance with this Attachment so that Wireless Collocator will have a variety of collocation options from which to choose:
- 7.6.1.1 Caged Physical Collocation - The Caged Collocation option provides the Wireless Collocator with an individual enclosure (not including a top). This enclosure is an area designated by AT&T-13STATE within an Eligible Structure to be used by the Wireless Collocator for the sole purpose of installing, maintaining and operating the Wireless Collocator-provided equipment for the purpose of interconnection. Accordingly, AT&T-13STATE will not provide Wireless Collocator's personnel or agents with direct access to AT&T-13STATE's Main Distribution Frame (MDF), with the exception of the AT&T-13STATE's Approved Vendor.
- 7.6.1.2 AT&T-13STATE will provide floor space, floor space site conditioning, cage common systems materials, cage preparation, and safety and security charges in increments of one (1) square foot. For this reason, Wireless Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., fifty (50) square feet of caged space) and will ensure

that the first Wireless Collocator in a AT&T-13STATE premises will not be responsible for the entire cost of site preparation and security.

- 7.6.1.2.1 The Wireless Collocator must comply with all methods, procedures and guidelines followed by AT&T-13STATE in constructing such an arrangement. The Wireless Collocator may provide a cage enclosure (which shall not include a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. In addition, terms and conditions for contractors performing cage construction activities as set forth in Section 21 following will apply. If the Wireless Collocator elects to install or requests that AT&T-13STATE provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage.
- 7.6.1.3 Caged Shared Collocation - AT&T-13STATE will provide Caged Shared Collocation as set forth in Section 11 following, "Use by Other Local Service Providers." Two (2) or more Wireless Collocators may initially apply at the same time to share a Caged Collocation space as set forth in Section 11.1 following. Charges to each Wireless Collocator will be based upon the percentage of total space utilized by each Wireless Collocator. Accordingly, AT&T-13STATE will not provide Wireless Collocator's personnel or agents with direct access to AT&T-13STATE's Main Distribution Frame (MDF), with the exception of the AT&T-13STATE's Approved Vendor.
- 7.6.1.4 Cageless Collocation - AT&T-13STATE will provide Cageless Collocation in any collocation space that is supported by the existing telecommunications infrastructure (Active Collocation Space), or in the event that all such space is exhausted or completely occupied, will provide in any collocation space that requires additional telecommunications infrastructure (Inactive Space), as further defined in Section 2 of this Attachment. Under this arrangement, AT&T-13STATE will provide space in single bay increments, including available space adjacent to or next to AT&T-13STATE's equipment. Wireless Collocator will have direct access to its equipment twenty-four (24) hours a day, seven (7) days a week without need for a security escort. AT&T-13STATE will not require Wireless Collocator to use an intermediate interconnection arrangement (i.e., POT frame). AT&T-13STATE may take reasonable steps to protect its own equipment as provided in Section 6 of this Attachment. Accordingly, AT&T-13STATE will not provide Wireless Collocator's personnel or agents with direct access to AT&T-13STATE's Main Distribution Frame (MDF), with the exception of the AT&T-13STATE Approved Tier 1 Vendor.
- 7.6.1.5 Adjacent On-Site Space Collocation – Where Physical Collocation space within AT&T-13STATE Eligible Structure is Legitimately Exhausted, as that term is defined in Section 2 of this Attachment, AT&T-13STATE will permit Wireless Collocator to physically collocate on AT&T-13STATE's property in adjacent Controlled Environmental Vaults (CEV), Huts, Cabinets, or similar structures that AT&T-13STATE uses to house telecommunication equipment, to the extent technically feasible. AT&T-13STATE and telecommunications carrier will mutually agree on the location of the designated space on AT&T-13STATE premises where the Adjacent Structure will be placed. AT&T-13STATE will not unreasonably withhold agreement as to the site desired by Wireless Collocator. Safety and maintenance requirements, zoning and other state and local regulations are all reasonable grounds to withhold agreement as to the site desired by the Wireless Collocator. AT&T-13STATE will offer the following increments of power to the Adjacent Structure: AT&T-13STATE

will provide a standard offering of one-hundred (100) amps of AC power to the Adjacent Structure when Central Office Switchboard AC capacity exists. AT&T-13STATE will provide DC power within two (2) cable options that allow increments of 2-100 (100A feed and 100B feed) Amp Power Feeds, 2-200 (200A feed and 200B feed) Amp Power Feeds, 2-300 (300A feed and 300B feed) Amp Power Feeds, and 2-400 (400A feed and 400B feed) Amp Power Feeds to the Adjacent Structure from the Central Office Power source. At its option, the Wireless Collocator may choose to provide its own AC and DC power to the Adjacent Structure. AT&T-13STATE will provide Physical Collocation services to such Adjacent Structures, subject to the same requirements as other collocation arrangements in this Attachment. AT&T-13STATE shall permit Wireless Collocator to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables and telecommunications equipment, in adjacent facilities constructed by either AT&T-13STATE or the Wireless Collocator. Accordingly, AT&T-13STATE will not provide Wireless Collocator's personnel or agents with direct access to AT&T-13STATE's Main Distribution Frame (MDF), with the exception of the AT&T-13STATE's Approved Tier 1 Vendor.

- 7.6.1.5.1 Wireless Collocator shall be responsible for securing all required licenses and permits, the required site preparations and shall further retain responsibility for securing and/or constructing the Adjacent Structure and any building and site maintenance associated with the placement of such Adjacent Structure.
- 7.6.1.5.2 Regeneration is required for collocation in an Adjacent Structure if the cabling distance between the Wireless Collocator's POT bay or termination point located in an adjacent structure and AT&T-13STATE's cross-connect bay exceeds American National Standards Institute, Inc. (ANSI) limitations. Regeneration is not required in any other circumstances except where the Wireless Collocator specifically requests regeneration. Required regeneration and Wireless Collocator-requested regeneration will be provided at the Wireless Collocator's expense.
- 7.6.1.6 Adjacent Off-Site Arrangement - Where Physical Collocation space within AT&T-13STATE Eligible Structure is Legitimately Exhausted, and Wireless Collocator's Adjacent On-site space is not within fifty feet (50 ft.) of the Eligible Structure's outside perimeter wall, the Wireless Collocator has the option and AT&T-13STATE shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible.
 - 7.6.1.6.1 The Adjacent Off-site Arrangement is available if the Wireless Collocator's site is located on a property that is contiguous to or within one (1) standard city block of the AT&T-13STATE Central Office or Eligible Structure.
 - 7.6.1.6.2 Such arrangement shall be used for interconnection.
 - 7.6.1.6.3 When the Wireless Collocator elects to utilize an Adjacent Off-site Arrangement, the Wireless Collocator shall provide both the AC and DC power required to operate such facility. The Wireless Collocator may provide its own facilities to AT&T-13STATE's premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes.
 - 7.6.1.6.4 At the time the Wireless Collocator requests this arrangement, the Wireless Collocator must provide information as to the location of the Adjacent Off-site facility, the proposed method of interconnection, and the time frame needed to complete provisioning of the arrangement. AT&T-13STATE shall provide a response to

Wireless Collocator within ten (10) days of receipt of the application, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site Facility will be interconnected with AT&T-13STATE's facilities. AT&T-13STATE shall make best efforts to meet the time intervals requested by Wireless Collocator and, if it cannot meet the Wireless Collocator's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.

- 7.6.1.7 In the event that interior space in an Eligible Structure becomes available, AT&T-13STATE will provide the option to the Wireless Collocator to relocate its equipment from an Adjacent On-site or an Adjacent Off-site Facility into the interior space. In the event the Wireless Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Eligible Structure will apply.
- 7.6.1.8 AT&T-13STATE will provide other collocation arrangements that have been demonstrated to be technically feasible. Deployment by any Incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a telecommunications carrier seeking collocation in AT&T-13STATE's Eligible Structures that such an arrangement is technically feasible.

7.7 Construction Inspections

- 7.7.1 During the construction of all forms of Physical Collocation space required under this Attachment, Wireless Collocator shall be permitted up to four (4) inspections during the construction in an Eligible Structure during normal business hours with a minimum of two (2) hours advance notification. If the construction interval is extended beyond the agreed upon interval, Wireless Collocator will be granted two (2) additional visits per thirty (30) day extension. Requests for construction inspections shall be given to the contact number as specified in this Attachment.
- 7.7.2 Wireless Collocator may request that one (1) of its four (4) construction visits take place as an initial walk through and inspection. Within twenty (20) calendar days or mutually agreed upon time, from AT&T-13STATE's receipt of the confirmatory response in writing for an initial collocation arrangement to continue construction on the Physical Collocation job requested along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application), Network Sales Support and/or appropriate departments will schedule a walk through visit with the telecommunications carrier and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

7.8 Construction Notification

- 7.8.1 AT&T-13STATE will notify the Wireless Collocator prior to the scheduled start dates of all major construction activities (including power additions or modifications) in the general area of the Wireless Collocator's Dedicated Space with potential to disrupt the Wireless Collocator's services. AT&T-13STATE will provide such notification to the Wireless Collocator at least twenty (20) business days before the scheduled start date of such major construction activity. AT&T-13STATE will inform the Wireless Collocator as soon as practicable by telephone of all emergency-related activities that AT&T-13STATE or its subcontractors are performing in the general area of the Wireless Collocator's Dedicated Space, or in the general area of the AC and DC power plants which support the Wireless Collocator's equipment. If possible, notification of any emergency-related activity will be made immediately prior to the start of the activity so

that the Wireless Collocator may take reasonable actions necessary to protect the Wireless Collocator's Dedicated Space.

8. ORDERING, PROVISIONING AND BILLING

8.1 Space Availability Report

8.1.1 So that it may make informed decisions regarding in which AT&T-13STATE eligible structures it wishes to collocate, a Wireless Collocator may request a Space Availability report prior to its application for Collocation Space within AT&T-13STATE's eligible structures. The report is available on CLEC Online. Fees for such report are as shown in Collocation Rate Summary.

8.1.2 AT&T-13STATE will submit to a requesting Telecommunications Carrier a report indicating AT&T-13STATE's available collocation space in a particular AT&T-13STATE Eligible Structure upon request AT&T-13STATE. This report will specify the amount of collocation space available at each requested Eligible Structure, the number of Wireless Collocators, and any modifications in the use of the space since the last report. The report will also include measures that AT&T-13STATE is taking to make additional space available for collocation. The intervals for delivering the reports are as follows:

Number of Report Requests By One Wireless Collocator	Report Delivery Interval
1 - 5	10 Calendar Days
6 - 10	15 Calendar Days
11 - 15	20 Calendar Days
16 - 20	25 Calendar Days

8.1.3 Should the Wireless Collocator submit twenty-one (21) or more report requests within five (5) business days, the report delivery interval will be increased by five (5) business days for every five (5) additional report requests or fraction thereof.

8.1.4 Space Unavailability Determination and Resolution

8.1.4.1 AT&T-13STATE shall notify the Wireless Collocator in writing as to whether its request for Physical Collocation has been granted or denied within ten (10) calendar days of submission of the completed application. If AT&T needs more time to continue analyzing certain aspects of the request, AT&T-13STATE's 10 calendar day notice shall be limited to addressing whether or not AT&T has the requested, or designated alternative, amount of appropriate collocation space.

8.1.4.2 In responding to an application request if space is not available, AT&T-13STATE will notify the Wireless Collocator that its application for Dedicated Space is denied due to the lack of space within ten (10) calendar days of AT&T-13STATE's receipt of a completed application.

8.1.4.3 The notification will include a possible future space relief date, if applicable. At that time, any non-recurring charges collected with the application, including the Planning Fee, will be returned to the Wireless Collocator.

8.1.4.4 AT&T-13STATE will file a notice that the Wireless Collocator's request was denied with the state Commission as appropriate. In the event of a denial, AT&T-13STATE will concurrently submit to both the appropriate Commission and the Wireless

Collocator, in support of its denial, provided under seal and subject to proprietary protections: Central Office common language identifier, where applicable, the identity of the requesting Wireless Collocator, including amount of space requested by the Wireless Collocator, the total amount of space at the premises, floor plan documentation as provided for in the Space Availability Determination section of the Interconnector's Collocation Services Handbook <https://clec.att.com/clec>, identification of switch turnaround plans and other equipment removal plans and timelines, if any, Central Office rearrangement/expansion plans, if any, and description of other plans, if any, that may relieve space exhaustion.

- 8.1.4.5 In the event AT&T-13STATE denies a Wireless Collocator's request and the Wireless Collocator disputes the denial, the Wireless Collocator may request a tour of the Eligible Structure to verify space availability or the lack thereof. The request shall be submitted to AT&T-13STATE's designated representative in writing. The inspection tour shall be scheduled within five (5) business days of receipt of the written request for a tour and the tour shall be conducted within ten (10) calendar days of the request or some other mutually agreed on date.
- 8.1.4.6 Prior to the inspection tour, a "Reciprocal Non-disclosure Agreement" shall be signed by the designated AT&T-13STATE representative and the designated agent for the Wireless Collocator, who will participate in the tour.
- 8.1.4.7 AT&T-13STATE will provide all relevant documentation to the Wireless Collocator agent including blueprints and plans for future facility expansions or enhancements, subject to executing the non-disclosure agreement. AT&T-13STATE's representative will accompany and supervise the Wireless Collocator agent on the inspection tour.
- 8.1.4.8 If the Wireless Collocator agent believes, based on the inspection tour of the Eligible Structure facilities, that the denial of Physical Collocation space is insupportable, the Wireless Collocator agent shall promptly so advise AT&T-13STATE. The Wireless Collocator and AT&T-13STATE shall then each concurrently prepare a report detailing its own findings of the inspection tour. The Wireless Collocator and AT&T-13STATE reports shall be concurrently served on each other and submitted to the appropriate Commission no later than forty-five (45) calendar days following the filing of the request for space. The burden of proof shall be on AT&T-13STATE to justify the basis for any denial of collocation requests.
- 8.1.4.9 **Legitimately Exhausted.** Before AT&T-13STATE may make a determination that space in an Eligible Structure is legitimately exhausted, AT&T-13STATE must have removed all unused obsolete equipment from the Eligible Structure and made such space available for collocation; however, removal of the equipment shall not cause a delay in AT&T-13STATE's response to a Wireless Collocator's application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in Section 8.7 of this Attachment. In making this determination, AT&T-13STATE may reserve space for transport equipment for current year plus two (2) years. Additionally, AT&T-13STATE may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of AT&T-13STATE or for future use by AT&T-13STATE or its affiliates under conditions that are more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own use. AT&T-13STATE may reserve space for Switching, Power, Main Distribution Frame (MDF), and Digital Cross

Connect System (DCS) up to anticipated customer growth over a ten (10)-year life expectancy of the ultimate footprint of the equipment.

8.1.5 Application Quotation Interval for Physical Collocation

8.1.5.1 AT&T-13STATE will provide Physical Collocation arrangements in Eligible Structures on a “first-come, first-served” basis. To apply for a Dedicated Space in a particular Eligible Structure, the Wireless Collocator will provide a completed Physical Collocation application through the Collocation Application Web Portal or via a paper application form found in AT&T-13STATE’s Interconnector's Collocation Services Handbook (<https://clec.att.com/clec>) for Physical Collocation in AT&T-13STATE and will pay an initial Planning Fee (see Collocation Rate Summary.) Dedicated Space is not reserved until the quotation is accepted by the Wireless Collocator and appropriate fees paid to AT&T-13STATE.

8.1.5.1.1 A Wireless Collocator wishing AT&T-13STATE to consider multiple methods for collocation in an Eligible Structure on a single application will need to include in each application a prioritized list of its preferred methods of collocating, e.g., caged, shared, cageless, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for AT&T-13STATE to process the application for each of the preferred methods. If a Wireless Collocator provides adequate information and its preferences with its application, AT&T-13STATE would not require an additional application, nor would the Wireless Collocator be required to restart the quotation interval should its first choice not be available in an Eligible Structure. If Wireless Collocator only wishes AT&T-13STATE to consider one collocation method, it need not provide preferences and associated specific information for multiple methods. However, if AT&T-13STATE is unable to provide the Wireless Collocator’s requested collocation method due to space constraints the application will be denied and the initial Planning Fee will be returned. If the Wireless Collocator determines the alternative method of collocation meets their needs, the Wireless Collocator will be required to submit a new collocation application and pay the initial Planning Fee. Upon receipt of the Wireless Collocator’s application and initial Planning Fee payment, AT&T-13STATE will begin development of the quotation. AT&T-13STATE will advise the Wireless Collocator in writing of any known deficiencies in its collocation application within ten (10) calendar days (unless multiple applications are received; Section 8.1.5.3 will apply where multiple applications are received). AT&T-13STATE will allow the Wireless Collocator to retain its place in the collocation queue so long as the Wireless Collocator cures the deficiencies and resubmits the application within ten (10) calendar days after being advised of the deficiencies.

8.1.5.2 In responding to an application request, if space is available and all other collocation requirements are met, AT&T-13STATE shall advise the Wireless Collocator that its request for Physical Collocation is granted, and confirm the applicable non-recurring and recurring rates, and the estimated provisioning interval. AT&T-13STATE will not select for Wireless Collocator the type of Physical Collocation to be ordered.

8.1.5.2.1 The Wireless Collocator has sixty-five (65) calendar days after request for physical collocation is granted to remit a signed confirmation form along with a check for the Planning Fee and fifty percent (50%) of all the applicable non-recurring charges.

After sixty-five (65) calendar days, a new application and Planning Fee are required. Space is allocated on a “first come-first served” basis.

- 8.1.5.3 Should multiple applications be submitted by a Wireless Collocator within a ten (10) calendar day period, the following quotation intervals will apply:

Number of Applications by one Wireless Collocator	Quotation Interval
1 - 5	10 calendar days
6 - 10	15 calendar days
11 - 15	20 calendar days
16 - 20	25 calendar days

- 8.1.5.4 Should the Wireless Collocator submit twenty-one (21) or more applications within ten (10) calendar days, the response interval will be increased by five (5) business days for every five (5) additional applications or fraction thereof.

8.1.6 Revisions

- 8.1.6.1 All revisions to an initial request for a Physical Collocation arrangement submitted by the Wireless Collocator must be in writing via a new application form.

- 8.1.6.2 Any major revision to an application will be treated as a new application. A new interval for the Physical Collocation arrangement will be established. A major revision includes, but is not limited to: adding telecommunications equipment that requires additional electrical power; changes in the configuration of the cage; an addition of interconnection cabling; an increase of ten percent (10%) or more of the square footage of the cage area requested; and adding design and engineering requirements above those which AT&T-13STATE normally deploys and practices (i.e., redundancy of certain mechanical and electrical systems). The Wireless Collocator will be required to pay an additional Planning Fee and applicable non-recurring fees before construction resumes under new intervals.

- 8.1.6.3 Minor revisions will not require that a new interval be established. Examples of minor revisions include: adding bays of equipment that do not significantly impact the existing/proposed electrical systems; adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system; changes in the configuration of the cage which do not significantly impact the overall design of the space; and adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system. This list is not all-inclusive. No additional Planning Fees shall be applicable if the revision is minor. All engineering design work that is determined not to be major is deemed to be minor.

8.2 Installation Intervals

8.2.1 Caged Collocation Installation Intervals

- 8.2.1.1 Dedicated Space for Caged Physical Collocation and Shared Caged Collocation is not reserved until the quotation is accepted by the Wireless Collocator. If the available space is not suitable for Central Office equipment (Inactive Space) and must be converted to Active Collocation Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed. If there are additional problems with the space, AT&T-13STATE shall meet the provisioning

interval requirements in the waiver granted by the FCC unless the state has different provisions.

- 8.2.1.2 Dedicated Space is not reserved until AT&T-13STATE's receipt of the confirmatory response in writing from the Wireless Collocator with applicable fees. Where space suitable for Central Office equipment (Active Collocation Space) is available, AT&T-13STATE will deliver Caged Physical or Shared Caged Physical Collocation within ninety (90) calendar days from the completion of the application process.
- 8.2.1.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in Section 8.1.6.
- 8.2.2 Cageless Physical Collocation Installation Intervals
 - 8.2.2.1 Dedicated space for Cageless Physical Collocation is not reserved until the quotation is accepted by the Wireless Collocator.
 - 8.2.2.2 Where space suitable for Central Office equipment (Active Central Office Space) is available and the request includes DC power capacity greater than fifty (50) amps (2-50 amp feeds), AT&T-13STATE will deliver Cageless Physical Collocation within ninety (90) calendar days from the completion of the application process (when the Wireless Collocator has remitted a signed confirmation form along with a check for fifty-percent (50%) of all applicable non-recurring charges).
 - 8.2.2.2.1 A shorter interval may apply where Wireless Collocator installs all of its own bays (See Section 21 below). If the available space is not suitable for Central Office equipment (Inactive Space) and must be converted to Active Collocation Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed. If there are additional problems with the space, AT&T-13STATE shall meet the provisioning interval requirements in the waiver granted by the FCC unless the state has different provisions.
 - 8.2.2.2.2 The cageless collocation construction interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the Wireless Collocator's collocation area.
 - 8.2.2.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in Section 8.1.6.
- 8.2.3 Adjacent Space and Other Physical Collocation Arrangement Installation Intervals
 - 8.2.3.1 Installation Intervals for Adjacent Space Collocation and Other Physical Collocation Arrangements as defined in Sections 7.6.1.5 above will be reasonably related to the complexity of accommodating the requested arrangement.
 - 8.2.3.2 AT&T-13STATE will complete construction of Cageless Collocation in Eligible Structures such as CEVs, Huts and Vaults in ninety (90) days from the receipt of the Wireless Collocator's acceptance of the quotation along with a check for fifty percent (50%) of all applicable non-recurring charges where AT&T-13STATE will be installing all or some of the bays, and the Wireless Collocator is requesting DC power greater than fifty (50) amps per feed. These construction intervals for Cageless Collocation in Active Collocation Space in a CEV, Hut, or Cabinet Eligible Structure apply where the Wireless Collocator is requesting maximum DC power of fifty (50) amps (2-50 amp feeds). For Cageless Collocation in Active Collocation Space in a CEV, Hut, or Cabinet Eligible Structure where a Wireless Collocator is requesting DC

power greater than fifty (50) amps per feed, AT&T-13STATE will add thirty (30) calendar days to the provisioning interval.

8.2.4 Reduced Interval Augments

8.2.4.1 The intervals set forth in this Section 8.2.4 apply only when AT&T-13STATE installs interconnection and power cabling. AT&T-13STATE will provide a reduced interval for Wireless Collocator with existing Physical Collocation space when it requests the following interconnection augments for that existing space. The Wireless Collocator must submit to AT&T-13STATE's Collocation Service Center (CSC) a complete and accurate application, along with a copy of the payment invoice for a subsequent job. For a reduced build-out interval to apply, this application must include an up-front payment of the non-recurring Planning Fee from the Collocation Rate Summary and fifty percent (50%) of non-recurring charges. In addition, the application must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for the Wireless Collocator's point of termination. Applications received with the up-front payment and meeting the criteria below will not require a quote.

8.2.4.1.1 A sixty (60) calendar day interval will apply only when the Wireless Collocator requests any of the following augments; 1) AT&T-13STATE will perform a cage expansion of three hundred (300) square feet or less immediately adjacent to Wireless Collocator's existing cage within the collocation area (where Overhead Iron/Racking exists) and as long as the collocation area does not have to be reconfigured and does not involve HVAC work, 2) power cable additions to accommodate greater DC amperage requests within existing power panels, 3) direct cable pull within the same collocation area on the same floor between one Wireless Collocator and another Wireless Collocator provided the Wireless Collocator is interconnected with AT&T-13STATE's network, 4) interconnection cable arrangements (where Overhead Iron/Racking are existing) limited up to and not more than the following quantities; four-hundred (400) shielded copper cable pairs up to four-hundred (400) feet, one hundred sixty-eight (168) DS1s, 48 DS3s, and fiber interconnections up to twelve (12) fiber pairs up to four hundred (400) feet.

8.2.5 Other Augments

8.2.5.1 Other augments such as power requests that exceed current capacity ratings, additional bay spaces, AT&T-13STATE bays, AT&T-13STATE cable racks and/or cage expansions within Active Collocation Space different than described above will require the Wireless Collocator to submit an inquiry for quote. The price quote will contain the charges and the construction interval for that application.

8.2.5.1.1 The construction interval for these other augments will not exceed ninety (90) days. AT&T-13STATE will work cooperatively with Wireless Collocator to negotiate a mutually agreeable construction interval for other augments not specifically provided for above.

8.2.5.1.2 The second fifty percent (50%) payment must be received by AT&T-13STATE no later than one (1) week prior to the scheduled augment completion date. If all money has been received on the scheduled completion date, the Actual Point of Termination (APOT) Connections will be provided to the Wireless Collocator by AT&T-13STATE.

8.2.5.1.3 During AT&T-13STATE delivery interval, if engineering design work is complete, which includes asbestos removal, HVAC installation, filtration, floor loading, floor preparation, overhead racking placement, and one hundred percent (100%) of the non-recurring charges have been received by AT&T-13STATE, Wireless Collocator and/or their AT&T-13STATE Approved Tier 1 Vendor (s) may request AT&T-13STATE to do work in parallel with AT&T-13STATE throughout the remaining delivery interval. The Wireless Collocator must obtain an approved Method of Procedures (MOP) from AT&T-13STATE and follow AT&T-13STATE's Technical Publications for installation of equipment and facilities. Security Card requirements in Section 18.3.6 of this Attachment will apply.

8.3 Cancellation Prior to Due Date

8.3.1 In the event that the Wireless Collocator cancels its collocation application after AT&T-13STATE has begun preparation of the Telecommunications Infrastructure Space and Dedicated Space, but before AT&T-13STATE has been paid the entire amounts due under this Attachment, then in addition to other remedies that AT&T-13STATE might have, the Wireless Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage, the total of which is not to exceed the Preparation Charges. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. Upon Wireless Collocator's request, AT&T-13STATE will provide the Wireless Collocator with a detailed invoice showing the costs it incurred associated with preparation.

8.4 Occupancy

8.4.1 Unless there are unusual circumstances, AT&T-13STATE will notify the Wireless Collocator that the Dedicated Space is ready for occupancy within five (5) business days of AT&T-13STATE completion of preparation of the Dedicated Space.

8.4.1.1 Upon Wireless Collocator's receipt of such notice, AT&T-13STATE and the requesting Wireless Collocator shall, upon Wireless Collocator's request, conduct an acceptance walk-through of such space. The Wireless Collocator shall schedule the acceptance walk-through on a mutually agreed upon date within ten (10) Calendar Days of the scheduled Completion date. Any material deviations from mutually agreed application specifications may be noted by Wireless Collocator as exceptions, which shall be mutually agreed to as exceptions by AT&T-13STATE. These exceptions shall be corrected by AT&T-13STATE as soon as commercially reasonable after those exceptions are provided in writing, which exceptions shall be provided no more than five (5) calendar days after the walk-through. The correction of these exceptions shall be at AT&T-13STATE's expense.

8.4.1.2 Upon completion of such corrections, AT&T-13STATE will again notify the Wireless Collocator that the Dedicated Space is ready for occupancy and the Parties will, upon Wireless Collocator's request, conduct another walk-through as set forth in this Section. If an acceptance walk-through is not timely requested by Wireless Collocator, the completion date for the space shall be deemed to be the Delivery Date. If an acceptance walk-through is requested, but no material exceptions are provided at the walk-through, the Delivery Date will be deemed to be the date of the acceptance walk-through. If an acceptance walk-through is requested, and material exceptions

are noted at the walk-through, the Delivery Date will be deemed to be the date upon which Wireless Collocator accepts all corrections to such exceptions, which acceptance shall not be unreasonably withheld.

- 8.4.1.3 All charges will begin to accrue on the Effective Billing Date, regardless of any failure by Wireless Collocator to complete its work or occupy the space.
- 8.4.2 Wireless Collocator will, whenever possible, place its telecommunications equipment in the Physical Collocation Space within thirty (30) calendar days of space turnover. Operational telecommunications equipment must be placed in the Dedicated Space and interconnect to AT&T-13STATE's network within one hundred eighty (180) days after receipt of such notice, that AT&T-13STATE has completed its work as required by the complete and accurate Collocation application.
 - 8.4.2.1 In the event that AT&T-13STATE has refused to interconnect with the Wireless Collocator, the one hundred eighty (180) day deadline shall be extended until AT&T-13STATE allows the Wireless Collocator to interconnect. AT&T-13STATE, however, may extend beyond the one hundred eighty (180) days provided the Wireless Collocator demonstrates a best effort to meet that deadline and shows that circumstances beyond its reasonable control prevented the Wireless Collocator from meeting that deadline.
 - 8.4.2.2 Orders for additional space will not be accepted until the Wireless Collocator's existing Physical Collocation Space in the requested Eligible Structure is "efficiently used" except to the extent the Wireless Collocator establishes to AT&T's satisfaction that the Wireless Collocator's apparent inefficient use of space is caused by the Wireless Collocator holding unused space for future use on the same basis that AT&T holds unused space for future use. Orders for additional Connecting Facility Assignments (CFAs) will not be accepted until the specific CFA type requested (i.e. DS0, DS1, fiber, etc.) in the requested Eligible Structure is "efficiently used."
 - 8.4.2.2.1 For purposes of this Attachment, "efficiently used" space means the Wireless Collocator is using between sixty (60) and one hundred percent (100%) of the Wireless Collocator's existing collocation space arrangement, caged or cageless, in a particular Eligible Structure. The determination as to whether this criterion is met or necessary is solely within the reasonable judgment of AT&T-13STATE.
 - 8.4.2.2.2 For purposes of this Attachment, "efficiently used" CFA means that at least sixty percent (60%) of the Wireless Collocator's specific type of CFA (cable pairs, coaxial or fiber facilities) requested is currently being used for the purpose of interconnecting to AT&T-13STATE's network for the transmission and routing of telephone exchange service or exchange access. The determination as to whether this criterion is met or the use is necessary is solely within the reasonable judgment of AT&T-13STATE.
- 8.4.3 If the Wireless Collocator fails to place its equipment in the Dedicated Space per Section 8.4.2 and the unused collocation space is needed to meet customer demand (filed application for space, accompanied by all fees) for another Wireless Collocator or to avoid construction of a building addition, collocation in the prepared Dedicated Space is terminated on the tenth (10th) business day after AT&T-13STATE provides the Wireless Collocator with written notice of such failure and the Wireless Collocator does not place operational telecommunications equipment in the Dedicated Space and interconnect with

AT&T- 3STATE by that tenth (10th) business day. In any event, the Wireless Collocator shall be liable in an amount equal to the unpaid balance of the applicable charges.

8.4.4 For purposes of this Section, the Wireless Collocator's telecommunications equipment is considered to be operational and interconnected when connected to either AT&T-13STATE's network or interconnected to another Wireless Collocator's equipment that resides within the same structure, provided the Wireless Collocator's equipment is used for interconnection with AT&T-13STATE's for the purpose of providing this service.

8.4.5 If the Wireless Collocator causes AT&T-13STATE to prepare the Dedicated Space and then the Wireless Collocator does not use the Dedicated Space (or all the Dedicated Space), the Wireless Collocator will pay AT&T-13STATE the monthly recurring and other applicable charges as if the Wireless Collocator were using the Dedicated Space, until such time as the Wireless Collocator submits a complete and accurate decommissioning application, and the decommissioning process is completed as required.

8.5 Relocation

8.5.1 When AT&T-13STATE determines because of zoning changes, condemnation, or government order or regulation that it is necessary for the Dedicated Space to be moved within an Eligible Structure to another Eligible Structure, from an adjacent space collocation structure to a different adjacent space collocation structure, or from an adjacent space collocation structure to an Eligible Structure, the Wireless Collocator is required to move its Dedicated Space or adjacent space collocation structure. AT&T-13STATE will notify the resident Wireless Collocator(s) in writing within five (5) days of the determination to move the location. If the relocation occurs for reasons other than an emergency, AT&T-13STATE will provide the resident Wireless Collocator(s) with at least one hundred eighty (180) days advance written notice prior to the relocation. If the Wireless Collocator is required to relocate under this Section, the Wireless Collocator will not be required to pay any application fees associated with the application required for arranging for new space. The Wireless Collocator shall be responsible for the costs for the preparation of the new telecommunications equipment space and Dedicated Space at the new location or an adjacent space collocation structure if such relocation arises from circumstances beyond the reasonable control of AT&T-13STATE, including zoning changes, condemnation or government order or regulation that makes the continued occupancy or use of the Dedicated Space or the Eligible Structure in which the Dedicated Space is located or the adjacent space collocation structure for the purpose then used, uneconomical in AT&T-13STATE's reasonable discretion. In addition, a Wireless Collocator's presence in AT&T-13STATE Central Offices or adjacent space collocation structures should not prevent AT&T-13STATE from making a reasonable business decision regarding building expansions or additions the number of Central Offices required to conduct its business or its locations.

8.5.2 If AT&T-13STATE determines that a Wireless Collocator must relocate due to any of the above reasons, AT&T-13STATE will make all reasonable efforts to minimize disruption of the Wireless Collocator's services. In addition, the costs of the move will be shared equally by AT&T-13STATE and the Wireless Collocator, unless the Parties agree to a different financial arrangement.

8.5.3 If the Wireless Collocator requests that the Dedicated Space be moved within the Eligible Structure in which the Dedicated Space is located, to another Eligible Structure, from an adjacent space collocation structure to a different adjacent space collocation structure or

to an Eligible Structure, AT&T-13STATE shall permit the Wireless Collocator to relocate the Dedicated Space or adjacent space collocation structure, subject to availability of space and technical feasibility. The Wireless Collocator shall be responsible for all applicable charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new telecommunications equipment space, and Dedicated Space, or adjacent space collocation structure as applicable. In any such event, the new Dedicated Space shall be deemed the Dedicated Space and the new Eligible Structure (where applicable) shall be deemed the Eligible Structure in which the Dedicated Space is located and the new adjacent space collocation structure shall be deemed the adjacent space collocation structure.

8.5.3.1 AT&T-13STATE shall maintain a publicly available document for viewing on the Internet at <https://clec.att.com/clec> indicating its Eligible Structures, if any, that have no space available for Physical Collocation. AT&T-13STATE will update this document within ten (10) calendar days of the date at which an Eligible Structure runs out of Physical Collocation space.

8.5.3.2 AT&T-13STATE will remove obsolete unused equipment from its Eligible Structures that have no space available for Physical Collocation upon reasonable request by a Wireless Collocator or upon order of the appropriate Commission. AT&T-13STATE shall reserve space for switching, MDF and DCS to accommodate access line growth.

8.6 Early Termination

8.6.1 Payment Upon Expiration or Termination

In the case of the expiration or termination of this Attachment prior to term, or the early termination of any collocation services or arrangement(s), pursuant to Section 8.6.2 of this Attachment AT&T-13STATE shall be entitled to full payment within thirty (30) days of such expiration or termination for all services performed and expenses accrued or incurred that AT&T-13STATE is entitled to recover under the provisions of this Attachment for establishing such Collocation arrangement prior to such expiration or termination.

8.6.2 If Wireless Collocator cancels or abandons its collocation space in any of AT&T-13STATE's central offices before AT&T-13STATE has recovered the full cost associated with providing that space to the Wireless Collocator, the amount of any such remaining costs shall become immediately due and payable within thirty (30) days after the Wireless Collocator abandons that space.

8.7 Dispute Resolution

8.7.1 Commencing Dispute Resolution

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

8.7.2.1 Collocation Service Center and Collocation Account Manager;

8.7.2.2 Informal Dispute Resolution; and

8.7.2.3 Formal Dispute Resolution, each of which is described below.

8.8 Non-billing Dispute

8.8.1 In the event of a bona fide dispute between a Wireless Collocator and AT&T-13STATE, Wireless Collocator shall include in written notice referenced in Section 8.7.2 above the following information: (a) the Central Office involved in the controversy, (b) the date controversy occurred, (c) detailed description of the controversy, (d) along with any and all documentation from both Parties. Failure to provide the information required by this Section not later than twenty-nine (29) days following the initial submission of the controversy, shall constitute Wireless Collocator's irrevocable and full waiver of its right to file a dispute.

8.8.2 Upon receipt by AT&T-13STATE of written notice of a controversy from Wireless Collocator made in accordance with the requirements of Section 8.7.2 of this Attachment, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Attachment. The location, form, frequency, duration and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of resolution are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or any lawsuit.

8.8.3 If the Parties are unable to resolve the controversy through the informal procedure described in Section 8.8.2 of this Attachment, then either Party may invoke the formal dispute resolution procedures described in this Section of this Attachment. Unless agreed by both Parties, formal dispute resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than thirty (30) calendar days after receipt of the notice initiating dispute resolution required by Section 8.7.2 of this Attachment and not later than ninety (90) calendar days after receipt of the notice initiating dispute resolution required by Section 8.7.2 of this Attachment.

8.9 Billing

8.9.1 Billing shall occur once a month, with remittance in full of all bills rendered within thirty (30) calendar days of the bill date. AT&T-13STATE may change its billing date practices upon thirty (30) day's notice to the Wireless Collocator.

8.9.2 Billing Dispute Resolution

8.9.2.1 In the event of a bona fide dispute between a Wireless Collocator and AT&T-13STATE regarding any bill for anything ordered from this Attachment, Wireless Collocator shall, prior to the Bill Due Date, give written notice to AT&T-13STATE of the amounts it disputes ("Disputed Amounts") and include in such written notice the following information: (a) the date of the bill in question, (b) the Billing Account Number (BAN) number of the bill in question, (c) any USOC information questioned, (d) the amount billed, (e) the amount in question and (f) the reason that Wireless Collocator disputes the billed amount. To be deemed a "dispute" under this Section 8.9.2, Wireless Collocator must provide proof (in the form of a copy of the executed

written agreement with the financial institution) that it has established an interest bearing escrow account that complies with all of the requirements set forth in Section 8.9.3 of this Attachment and proof (in the form of deposit slip(s)) that Wireless Collocator has deposited all unpaid charges into that escrow account. Failure to provide the information and proof of compliance and deposit required by this Section not later than twenty-nine (29) days following the Bill Due Date shall constitute Wireless Collocator's irrevocable and full waiver of its right to dispute the subject charges.

8.9.3 Third Party Escrow Agent

8.9.3.1 Wireless Collocator shall pay all undisputed amounts to AT&T-13STATE when due and shall pay all Disputed Amounts when due into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties. To be acceptable, the Third Party escrow agent must meet all of the following criteria:

8.9.3.1.1 The financial institution proposed as the Third Party escrow agent must be located within the continental United States;

8.9.3.1.2 The financial institution proposed as the Third Party escrow agent may not be an affiliate of Wireless Collocator; and

8.9.3.1.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle Automatic Clearing House (ACH) (credit transactions) (electronic funds) transfers.

8.9.3.1.4 In addition to the foregoing requirements for the Third Party escrow agent, the Wireless Collocator and the financial institution proposed as the Third Party escrow agent must enter into a written agreement that the escrow account meets all of the following criteria:

8.9.3.1.5 The escrow account is an interest bearing account;

8.9.3.2 All charges associated with opening and maintaining the escrow account will be borne by the Wireless Collocator; that none of the funds deposited into the escrow account or the interest earned thereon may be subjected to the financial institution's charges for serving as the Third Party escrow agent; all interest earned on deposits to the escrow account shall be disbursed to Wireless Collocator and AT&T-13STATE in the same proportion as the principal; and Disbursements from the escrow account shall be limited to those: authorized in writing by both Wireless Collocator and AT&T-13STATE (that is, signature(s) from representative(s) of Wireless Collocator only are not sufficient to properly authorize any disbursement); or made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 8.9.8 of this Attachment; or made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 8.9.8 of this Attachment.

8.9.4 Disputed Amounts

8.9.4.1 Disputed Amounts in escrow shall be subject to Late Payment Charges as set forth in Section 8.9 of this Attachment.

8.9.5 Investigation Report

8.9.5.1 Upon receipt of the notice and both forms of proof required by Section 8.9.2 of this Attachment, AT&T-13STATE shall make an investigation as shall be required to report the results to the Wireless Collocator. Provided that Wireless Collocator has furnished all of the information and proof required by Section 8.9.2 on or before the Bill Due Date, AT&T-13STATE will report the results of its investigation within sixty (60) calendar days following the Bill Due Date. If the Wireless Collocator is not satisfied by the resolution of the billing dispute under this Section 8.9.2 of this Attachment, the Wireless Collocator must notify AT&T-13STATE in writing within thirty (30) days following receipt of the results of AT&T-13STATE's investigation that it wishes to invoke the informal resolution of billing disputes afforded under Section 8.9.6 of this Attachment.

8.9.6 Informal Resolution of Billing Disputes

8.9.6.1 Upon receipt by AT&T-13STATE of written notice of a billing dispute from Wireless Collocator made in accordance with the requirements of Section 8.9.2 of this Attachment, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any billing dispute arising under this Attachment. The location, form, frequency, duration and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of resolution are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or any lawsuit.

8.9.7 Formal Resolution of Billing Disputes

8.9.7.1 If the Parties are unable to resolve the billing dispute through the informal procedure described in Section 8.9.6 of this Attachment, then either Party may invoke the formal dispute resolution procedures described in this Section 8.9.7 of this Attachment. Unless agreed by both Parties, formal dispute resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the notice initiating dispute resolution required by Section 8.9.6 of this Attachment and not later than one hundred eighty (180) calendar days after receipt of the notice initiating dispute resolution required by Section 8.9.6 of this Attachment.

8.9.7.2 Billing Disputes Subject to Mandatory Arbitration - If not settled through informal dispute resolution, each unresolved billing dispute involving one percent (1%) or less of the amounts charged to Wireless Collocator under this Attachment during the twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 8.9.6 of this Attachment will be subject to mandatory arbitration in accordance with Section 8.9.8 of this Attachment, below. If the Wireless Collocator has not been billed for a minimum of twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by

Section 8.9.6 of this Attachment, the Parties will annualize the actual number of months billed.

8.9.7.3 Billing Disputes Subject to Elective Arbitration - If not settled through informal dispute resolution, each unresolved billing dispute involving more than one percent (1%) of the amounts charged to Wireless Collocator under this Attachment during the twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 8.9.6 of this Attachment will be subject to elective arbitration pursuant to Section 8.9.8 if, and only if, both Parties agree to arbitration. If the Wireless Collocator has not been billed for a minimum of twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 8.9.6 of this Attachment, the Parties will annualize the actual number of months billed. If both Parties do not agree to arbitration, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.

8.9.8 Arbitration

8.9.8.1 Disputes subject to mandatory or elective arbitration under the provisions of this Attachment will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in a mutually agreed upon location. The arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for arbitration.

8.9.8.2 The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitration of all disputes. The arbitrator will have no authority to award punitive damages, exemplary damages, consequential damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Attachment.

8.9.8.3 The times specified in this Section 8.9.8 may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. The Parties may submit the arbitrator's award to a Commission. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

8.9.9 Cooperation Between Parties

8.9.9.1 Immediately upon resolution of any billing dispute, AT&T-13STATE and the Wireless Collocator shall cooperate to ensure that all of the following actions are taken within the time(s) specified:

8.9.9.1.1 AT&T-13STATE shall credit Wireless Collocator's bill for any portion of the Disputed Amount(s) resolved in favor of Wireless Collocator, together with any

portion of any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the dispute; within fifteen (15) calendar days after resolution of the dispute, any portion of the escrowed Disputed Amounts resolved in favor of the Wireless Collocator shall be disbursed to Wireless Collocator by the Third Party escrow agent, together with any interest accrued thereon; within fifteen (15) calendar days after resolution of the dispute, any portion of the Disputed Amounts resolved in favor of AT&T-13STATE shall be disbursed to AT&T-13STATE by the Third Party escrow agent, together with any interest accrued thereon; and no later than the third Bill Due Date after the resolution of the dispute regarding the Disputed Amount(s), the Wireless Collocator shall pay AT&T-13STATE any difference between the amount of accrued interest AT&T-13STATE received from the escrow disbursement and the amount of Late Payment Charges AT&T-13STATE billed and is entitled to receive pursuant to Section 8.9 of this Attachment.

8.9.10 Failure to Make Payment

8.9.10.1 Failure by the Wireless Collocator to pay any charges determined to be owed to AT&T-13STATE within the time specified in Section shall be grounds for immediate re-entry and termination of services provided under this Attachment.

8.10 Late Payment Charge

8.10.1 If the Wireless Collocator fails to remit payment for any charges by the Bill Due Date, or if a payment or any portion of a payment is received from Wireless Collocator after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to AT&T-13STATE as of the Bill Due Date, then a late payment charge shall be assessed as follows: the unpaid amounts shall accrue interest from the Bill Due Date until paid at the lesser of (i) one and one-half percent (1 ½%) per month and (ii) the highest rate of interest that may be charged under Applicable State Law, compounded daily from the day following the Bill Due Date to and including the date that the payment is actually made and is available.

8.11 Allowances for Interruptions

8.11.1 An interruption period begins when an inoperative condition of a Physical Collocation arrangement is reported to AT&T-13STATE's designated contact point and ends when the Physical Collocation arrangement is operative and reported to the Wireless Collocator's designated contact. A credit allowance will be made to the Wireless Collocator where the interruption is due to the actions or negligence of AT&T-13STATE.

8.11.2 When a credit allowance does apply, such credit will be determined based on the monthly recurring rates applicable to the specific item(s) causing the interruption; however, the credit allowance for an interruption or for a series of interruptions shall not exceed the applicable monthly recurring rate for the item(s) involved.

8.11.3 For calculating credit allowances, every month is considered to have thirty (30) days. No credit shall be allowed for an interruption of less than thirty (30) minutes. The Wireless Collocator shall be credited for an interruption of thirty (30) minutes or more at the rate of 1/1440 of the monthly recurring rate.

- 8.11.4 A credit allowance will not apply to any interruption of the items maintained and repaired by the Wireless Collocator or the Wireless Collocator's third Party vendor.

9. FIBER OPTIC CABLE AND DEMARCATION POINT

9.1 Fiber Optic Cable Entrances

- 9.1.1 The Wireless Collocator shall use a dielectric fire retardant fiber cable as the transmission medium to the Dedicated Space or, where technically and structurally feasible, may use microwave. Collocation requests utilizing facilities other than fiber will be provided as an Individual Case Basis (ICB). AT&T-13STATE will only permit copper or coaxial cable as the transmission medium where the Wireless Collocator can demonstrate to AT&T-13STATE that use of such cable will not impair AT&T-13STATE's ability to service its own customers or subsequent Wireless Collocators.

- 9.1.2 AT&T-13STATE shall provide a minimum of two separate points of entry into the Eligible Structure, where applicable, in which the Dedicated Space is located wherever there are at least two entry points for AT&T-13STATE cable. AT&T-13STATE will also provide nondiscriminatory access to any entry point into Eligible Structures in excess of two (2) points in those locations where AT&T-13STATE also has access to more than two such entry points. Where such dual points of entry are not immediately available, AT&T-13STATE shall perform work as is necessary to make available such separate points of entry for the Wireless Collocator at the same time that it makes such separate points of entry available for itself. In each instance where AT&T-13STATE performs such work in order to accommodate its own needs and those specified by the Wireless Collocator in the Wireless Collocator's written request, the Wireless Collocator and AT&T-13STATE shall share the costs incurred by prorating those costs using the number of cables to be placed in the entry point by both AT&T-13STATE and the Wireless Collocator(s).

- 9.1.3 The Wireless Collocator is responsible for bringing its facilities to the entrance manhole(s) designated by AT&T-13STATE, and leaving sufficient length of the cable in the manhole for AT&T-13STATE to fully extend the Wireless Collocator-provided facilities through the cable vault to the Dedicated Space. If Wireless Collocator has not left the cable in the manhole within one hundred twenty (120) calendar of the request for entrance fiber, the Wireless Collocator's request for entrance fiber will expire and a new request must be submitted along with applicable fees. The Wireless Collocator must notify AT&T-13STATE no later than fifteen (15) calendar days prior to the end of the 120 day period, for an additional thirty (30) day extension to place cable at the manhole.

9.2 Demarcation Point

- 9.2.1 The demarcation point is the end of the AT&T-13STATE provided interconnection cable at the Collocation arrangement (CDOW- AT&T owned frame location as assigned to the Wireless Collocator).

10. USE OF DEDICATED SPACE

10.1 Nature of Use - Collocatable Equipment

- 10.1.1 In accordance with Section 251(c)(6) of the Act, the Wireless Collocator may collocate equipment for Physical Collocation if such equipment is necessary for interconnection to AT&T-13STATE under 47.U.S.C. § 251(C). Such uses are limited to interconnection to

AT&T-13STATE's network "for the transmission and routing of Telephone Exchange service or Exchange Access .

- 10.1.2 Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economic, or operations matter, preclude the Wireless Collocator from obtaining interconnection with AT&T-13STATE at a level equal in quality to that which AT&T-13STATE obtains within its own network or AT&T-13STATE provides to an affiliate, subsidiary, or other party function .
- 10.1.3 Multi-functional equipment shall be deemed necessary for interconnection if and only if the primary purpose and function of the equipment, as the Wireless Collocator seeks to deploy it, meets the standards set forth above in this Section. For a piece of equipment to be utilized primarily to obtain equal in quality interconnection, there also must be a logical nexus between the additional functions the equipment would perform and the telecommunication services the Wireless Collocator seeks to provide to its customers by means of the interconnection. The collocation of those functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth above in this Section must not cause the equipment to significantly increase the burden of AT&T-13STATE's property.
- 10.1.4 AT&T-13STATE voluntarily allows Wireless Collocator to place ancillary equipment and facilities, including cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and other ancillary equipment and facilities on a non-discriminatory basis only if AT&T-13STATE and Wireless Collocator mutually agree to such placement, in AT&T-13STATE's premises solely to support and be used with equipment that the Wireless Collocator has legitimately collocated in the same premises.
- 10.1.5 AT&T-13STATE does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Wireless Collocator's equipment and facilities.
- 10.1.6 When the Wireless Collocator's Physical Collocation arrangement is within the Eligible Structure, the Wireless Collocator may not provide its own DC power plant equipment (with rectifiers or chargers and batteries) or AC power backup equipment (e.g., Uninterruptible Power System with batteries, or standby engine). AT&T-13STATE will provide the necessary backup power to ensure against power outages.
- 10.1.7 Consistent with the environment of the Dedicated Space, the Wireless Collocator shall not use the Dedicated Space for office, retail, or sales purposes. No signage or marking of any kind by the Wireless Collocator shall be permitted on the Eligible Structure in which the Dedicated Space is located or on AT&T-13STATE grounds surrounding the Eligible Structure in which the Dedicated Space is located. The Wireless Collocator may place signage and markings on the inside of its dedicated space.
- 10.2 Equipment List
 - 10.2.1 A list of all the equipment and facilities that the Wireless Collocator will place within its Dedicated Space must be included on the application for which the Dedicated Space is prepared including the associated power requirements, floor loading, and heat release of each piece. The Wireless Collocator's equipment and facilities shall be compliant with the standards set out in Section 12.1, Minimum Standards, following. The Wireless Collocator warrants and represents that the list is complete and accurate, and

acknowledges that any incompleteness or inaccuracy would be a violation of the rules and regulations governing this Attachment. The Wireless Collocator shall not place or leave any equipment or facilities within the Dedicated Space not included on the list without the express written consent of AT&T-13STATE, which consent shall not be unreasonably withheld.

10.2.2 Subsequent Requests to Place Equipment

10.2.2.1 The Wireless Collocator shall furnish AT&T-13STATE a written list in the form of an attachment to the original equipment list for the subsequent placement of equipment in its Dedicated Space. When the Wireless Collocator's equipment is not listed in the approved All Equipment List (AEL) the equipment will be reviewed by AT&T-13STATE and written approval or denial of the equipment will be forwarded to the Wireless Collocator.

10.2.3 Limitations

10.2.3.1 AT&T-13STATE's obligation to purchase additional plant or equipment, relinquish occupied space or facilities, to undertake the construction of new building quarters or to construct building additions or substantial improvements to the central office infrastructure of existing quarters in order to satisfy a request for space or the placement of additional equipment or facilities by a Wireless Collocator, is limited to the extent that AT&T-13STATE would undertake such additions, modifications or construction on its own behalf, on behalf of any subsidiary or affiliate, or for any other Party to which it provides interconnection. AT&T-13STATE will ensure that the Wireless Collocator is provided collocation space at least equal in quality to that provided to AT&T-13STATE, its affiliates or other Parties to which it provides interconnection.

10.3 Dedicated Space Use and Access

10.3.1 The Wireless Collocator's employees, agents and contractors shall be permitted access to its collocated equipment seven (7) days a week, twenty-four (24) hours a day without a security escort. Wireless Collocator shall provide AT&T-13STATE with notice at the time of dispatch of its own employee or contractor, to an Eligible Structure and, if possible, no less than thirty (30) minutes notice for a manned structure and sixty (60) minutes notice for an unmanned structure.

10.3.2 AT&T-13STATE will not delay a Wireless Collocator employee's entry into an Eligible Structure containing its collocated equipment or its access to its collocated equipment. AT&T-13STATE will provide Wireless Collocator with reasonable access to restroom facilities and parking. All access is provided subject to compliance by the Wireless Collocator's employees, agents and contractors with AT&T-13STATE's policies and practices pertaining to fire, safety and security (i.e., the Wireless Collocator must comply with Section 6 of this Attachment).

10.3.3 The Wireless Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space. Upon the discontinuance of service, the Wireless Collocator shall surrender the Dedicated Space or land for an adjacent structure to AT&T-13STATE, in the same condition as when first occupied by the Wireless Collocator, except for ordinary wear and tear.

10.3.4 AT&T-13STATE will not accept delivery of nor responsibility for any correspondence and/or equipment delivered to the Wireless Collocator at the Eligible Structure.

However, through agreement between AT&T-13STATE and the Wireless Collocator, a Wireless Collocator may make arrangements for receipt and/or securing of its equipment at the Eligible Structure by Wireless Collocator's or AT&T-13STATE's personnel.

10.4 Threat to Personnel, Network or Facilities

10.4.1 Regarding safety, Wireless Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T-13STATE's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited.

10.5 Interference or Impairment

10.5.1 Regarding safety and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Dedicated Space shall not create hazards for or cause damage to those facilities, the Dedicated Space, or the Eligible Structure in which the Dedicated Space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Dedicated Space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Attachment.

10.6 Personal Property and Its Removal

10.6.1 In accordance with and subject to the conditions of this Attachment, the Wireless Collocator may place or install in or on the Dedicated Space such personal property or fixtures (Property) as it shall deem desirable for the conduct of business. Property placed by the Wireless Collocator in the Dedicated Space shall not become a part of the Dedicated Space even if nailed, screwed or otherwise fastened to the Dedicated Space. Such Property must meet AT&T-13STATE standards for flame and smoke ratings, e.g., no combustibles. Such Property shall retain its status as personal and may be removed by the Wireless Collocator at any time. Any damage caused to the Dedicated Space or land occupied by an adjacent structure by the removal of such Property shall be promptly repaired by the Wireless Collocator at its expense pursuant to Section 10.7 following.

10.7 Alterations

10.7.1 In no case shall the Wireless Collocator or any person acting through or on behalf of the Wireless Collocator make any rearrangement, modification, improvement, addition, repair, or other alteration to the Dedicated Space or the Eligible Structure in which the Dedicated Space is located without the advance written permission and direction of AT&T-13STATE. AT&T-13STATE shall consider a modification, improvement, addition, repair or other alteration requested by the Wireless Collocator, provided that AT&T-13STATE has the right to reject or modify any such request except as required by state or federal regulators. The cost of any AT&T-13STATE provided construction shall be paid by the Wireless Collocator in accordance with AT&T-13STATE's custom work order process.

11. USE BY OTHER LOCAL SERVICE PROVIDERS

11.1 Shared Caged Collocation is the sharing of a Caged Physical Collocation space among two (2) or more Wireless Collocators within an Eligible Structure pursuant to the terms and conditions agreed to between the Wireless Collocators. The AT&T-13STATE

will make Shared Collocation cages available to all Wireless Collocators. In making shared caged arrangements available AT&T-13STATE will not increase the cost of site preparation for non-recurring charges above the cost of provisioning such a cage of similar dimensions and material to a single collocating party ordering the same arrangement.

- 11.1.1 All Wireless Collocators, including those who are subleasing the caged space, are bound by the terms and conditions of this Attachment. Subject to the terms in paragraph 10.4, the Wireless Collocator shall not assign or otherwise transfer, either in whole or in part, or permit the use of any part of the Dedicated Space by any other person or entity, without the prior written consent of AT&T-13STATE, which consent shall not be unreasonably withheld. Any purported assignment or transfer made without such consent shall be voidable at the sole discretion of AT&T-13STATE.
- 11.2 A Wireless Collocator may request that AT&T-13STATE provide Shared Caged Collocation via:
 - (i) a new request for Physical Collocation whereby the Wireless Collocator requesting such space allocates the requested space among the number of Wireless Collocators initially requesting such space ("New Shared Collocation"), or
 - (ii) a request by Wireless Collocator to enter into a sublease arrangement with another Resident Wireless Collocators(s) in Wireless Collocator's existing Physical Collocation ("Subleased Shared Collocation").
- 11.2.1 Should two (2) or more Wireless Collocators have interconnection agreements with AT&T-13STATE use a shared collocation cage, AT&T-13STATE will permit each Wireless Collocator to order interconnection to and provision service from that shared collocation space, regardless of which Wireless Collocator was the original Wireless Collocator.
- 11.2.2 The Primary Wireless Collocator shall submit a request and any subsequent order for New Shared Collocation. The Wireless Collocator must use a contractor/vendor to perform the necessary preparation activities within the Wireless Collocator's Physical Collocation Space including the construction of the cage and any physical security arrangements, if applicable; provided, however, any such contractor/vendor shall be subject to the prior written approval of AT&T-13STATE, such Physical Collocation Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with AT&T-13STATE, and the Wireless Collocator shall be solely responsible for all charges of any such contractor/vendor. The Wireless Collocator must provide a cage enclosure (not including a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set.
- 11.2.3 In each Shared Caged Collocation arrangement, AT&T-13STATE's single point of contact (SPOC) with respect to such arrangement shall be referred to as the "Primary Wireless Collocator". For New Shared Collocation, the Primary Wireless Collocator shall be the single Wireless Collocator that submits the request for New Shared Collocation on behalf of the other Resident Wireless Collocators (as defined below). For Subleased Shared Collocation, the Primary Wireless Collocator shall be the Wireless Collocator that originally requested and occupied such space and is the sublessor in such arrangement.

- 11.2.3.1 For purposes of this Section, each Wireless Collocator (including Resident Wireless Collocator(s) and the Primary Wireless Collocator) to a Shared Caged Collocation arrangement is sometimes referred to as a "Resident Wireless Collocator".
- 11.2.4 An order for Shared Caged Collocation shall include blanket letters of authorization signed by the Primary Wireless Collocator that authorize each other Resident Wireless Collocator to utilize the Connecting Facility Assignments associated with the Primary Wireless Collocator and signed by each Resident Wireless Collocator that authorize the Primary Wireless Collocator to request and place firm orders for Shared Caged Collocation and facilities on behalf of such Resident Wireless Collocators.
- 11.3 New Shared Collocation is available in minimum increments of fifty (50) square feet (per caged space dimensions, not per Wireless Collocator). Space totaling less than fifty (50) square feet will be provided where technically feasible. Resident Wireless Collocators shall request New Shared Collocation from AT&T-13STATE in a single application. AT&T-13STATE will prorate the Preparation Charges incurred by AT&T-13STATE to condition the space for Collocation use among the Resident Wireless Collocators utilizing the New Shared Collocation space, by determining the total preparation charges to make that space available and allocating that charge to each Resident Wireless Collocator based on the percentage attributable to each Resident Wireless Collocator as provided on the Collocation order by the Primary Wireless Collocator, provided that the percentage attributable to the Resident Wireless Collocators in a New Shared Collocation space equals in the aggregate one hundred percent (100%). AT&T-13STATE will prorate the charge for site conditioning and preparation undertaken to condition the collocation space so the first Wireless Collocator in an AT&T-13STATE Premise will not be responsible for the entire cost of site preparation. Allocation of Preparation Charges shall occur only upon the initial delivery of New Shared Collocation and AT&T-13STATE shall not be required to adjust such allocation if another Resident Wireless Collocator subsequently shares such space. Except with respect to prorated Preparation Charges, AT&T-13STATE shall bill only the Primary Wireless Collocator for, and the Primary Wireless Collocator shall be the primary obligor with respect to the payment of, all charges other than Preparation Charges billed on New Shared Collocation. It is the Primary Wireless Collocator's responsibility to recover from each other Resident Wireless Collocator such Wireless Collocator's proportionate share of such other charges billed to the Primary Wireless Collocator for the New Shared Cage Collocation. If Wireless Collocator is a Resident Wireless Collocator but not the Primary Wireless Collocator in a New Shared Collocation arrangement, Wireless Collocator agrees that the Primary Wireless Collocator's rates, terms and conditions relating to New Shared Collocation set forth in the Primary Wireless Collocator's Section 251/252 agreement under which the Primary Wireless Collocator purchases collocation shall apply to its New Shared Collocation arrangement in lieu of those set forth herein. Further, if Wireless Collocator is the Primary Wireless Collocator in a New Shared Collocation arrangement, as a condition of ordering New Shared Allocation, Wireless Collocator shall require its Resident Wireless Collocator(s) to execute an agreement prior to the Delivery Date that, inter alia, requires such Resident Wireless Collocator(s)' compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates AT&T-13STATE as a third party beneficiary of such agreement. Wireless Collocator, acting in its capacity as Primary Wireless Collocator,

shall notify its Resident Wireless Collocator(s) of the obligation to comply with this Agreement with respect to the New Shared Collocation arrangement and shall be responsible for any breach of such provisions by the Resident Wireless Collocator(s).

- 11.4 For Subleased Shared Collocation, if the Wireless Collocator is the Primary Wireless Collocator, then that (Primary) Wireless Collocator shall be responsible for its and its Resident Wireless Collocator's compliance with the terms, conditions and restrictions of this Attachment. As a condition to permitting another Wireless Collocator to sublease space from Wireless Collocator, Wireless Collocator shall require such other Wireless Collocator(s) to execute a sublease agreement prior to the Delivery Date that, inter alia, requires such Wireless Collocator's compliance with the terms, conditions and restrictions relating to Collocation contained in this Attachment and designates AT&T-13STATE as a third party beneficiary of such agreement. Wireless Collocator, acting in its capacity as Primary Wireless Collocator, shall notify its Resident Wireless Collocator(s) of the obligation to comply with this Attachment relating to Physical Collocation and shall be responsible for any breach of such provisions by the Resident Wireless Collocator(s). If Wireless Collocator is the sub lessee (i.e., not the Primary Wireless Collocator) in a Subleased Shared Collocation arrangement, Wireless Collocator agrees that Primary Wireless Collocator's rates, terms and conditions relating to Subleased Shared Collocations set forth in the Primary Wireless Collocator's Section 251/252 agreement shall apply to its Subleased Shared Collocation arrangement in lieu of those set forth herein.
- 11.5 Wireless Collocator with which it shares Shared Caged Collocation space shall Collocate equipment only as permitted by Section 8.4.2 of this Attachment and which is necessary to Interconnect with AT&T-13STATE and permit Wireless Collocator to interconnect its network with AT&T-13STATE from Shared Caged Collocation, regardless if Wireless Collocator was the original Wireless Collocator. Wireless Collocator, however, shall have no right to request and AT&T-13STATE shall have no obligation to provide Wireless Collocator's Resident Wireless Collocators access AT&T-13STATE's network. Instead, a Resident Wireless Collocator's rights shall be as determined by such Resident Wireless Collocator's contractual arrangement (Section 251/252 agreement) with AT&T-13STATE.
- 11.6 As a condition of entering into Shared Caged Collocation, Wireless Collocator agrees that if it is not the Primary Wireless Collocator in a New Shared Collocation, or if it is the sub lessee in a Subleased Shared Collocation arrangement, it unconditionally and irrevocably undertakes and guarantees AT&T-13STATE the prompt and full payment of any charges assessed on the Shared Caged Collocation. If the Primary Wireless Collocator in a Shared Caged Collocation arrangement no longer occupies the space, the other Resident Wireless Collocators must immediately identify a new Primary Wireless Collocator. If only one Wireless Collocator remains in the Shared Cage Collocation, that Wireless Collocator shall become the Primary Wireless Collocator. AT&T-13STATE shall bill the new Primary Wireless Collocator any applicable charges to change AT&T-13STATE's records and databases to reflect such new Primary Wireless Collocator.
- 11.7 Interconnection to Others
- 11.7.1 Within a contiguous area within the eligible structure, the AT&T-13STATE will permit Wireless Collocators to construct their own direct connection (cross-connect)

facilities to other physical Wireless Collocators using copper or optical facilities between collocated equipment located within the same Eligible Structure, subject only to the same reasonable safety requirements that AT&T-13STATE imposes on its own equipment. AT&T-13STATE shall not require physical-to-physical Wireless Collocators to purchase any equipment or cross-connect capabilities solely from AT&T-13STATE. If requested by the Wireless Collocator, AT&T-13STATE will provide only the installation of physical structure(s) and the associated labor necessary for the Wireless Collocator(s) to pull its facilities from its equipment space to the equipment space of another Wireless Collocator. However if the Wireless Collocators cannot physically pull the cable themselves (i.e. located on different floors), AT&T-13STATE will perform the necessary construction on a standard Custom Work Order basis and perform the cable pull. AT&T-13STATE (1) will not make any physical connection within the Wireless Collocator's dedicated space; (2) will not have any liability for the cable or the connections, or the traffic carried thereon; and (3) will not maintain any records concerning these connections.

- 11.7.2 If a physical Wireless Collocator and a virtual Wireless Collocator both have purchased dedicated appearances not then in use on a DSX-1 panel, DSX-3 panel, or FDF located within contiguous areas within the eligible structure, then AT&T-13STATE will permit the interconnection of physically and virtually collocated equipment by connection of copper or optical facilities to the Wireless Collocators' dedicated appearances on the DSX-1 panel, DSX-3 panel, or FDF, subject only to the same reasonable safety requirements that AT&T-13STATE imposes on its own equipment. The connections shall be made within ten (10) days of a joint request by the Wireless Collocators. At AT&T-13STATE's option, the connection may be made either by AT&T-13STATE or by the Wireless Collocators' installers, who shall be on the list of approved installation vendors.

12. STANDARDS

12.1 Minimum Standards

- 12.1.1 All types of network equipment placed in AT&T-13STATE network equipment areas of Eligible Structures by AT&T-13STATE or Wireless Collocator must meet AT&T-13STATE minimum safety standards. The minimum safety standards are as follows: (1) Wireless Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Technical Publication 76200, Network Equipment Building Systems (NEBS); or, (2) Wireless Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including AT&T-13STATE) prior to January 1, 1998 with no known history of safety problems. The Wireless Collocator will be expected to conform to the same accepted procedures and standards utilized by including AT&T-13STATE and its contractors when engineering and installing equipment.
- 12.1.2 In the event that AT&T-13STATE denied Collocation of Wireless Collocator's equipment, citing safety standards, AT&T-13STATE will provide within five (5) business days of Wireless Collocator's written request to AT&T-13STATE representative(s), a list of AT&T-13STATE equipment which AT&T-13STATE locates within the premises of the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such AT&T-13STATE equipment met or

exceeded the same safety standards for which Wireless Collocator's equipment was denied.

- 12.1.3 In the event AT&T-13STATE believes that collocated equipment is not necessary for interconnection or determines that the Wireless Collocator's equipment does not meet the minimum safety standards, the Wireless Collocator must not collocate the equipment unless and until the dispute is resolved in its favor. The Wireless Collocator will be given ten (10) business days to comply with the requirements and/or remove the equipment from the collocation space if the equipment was already improperly collocated. Dispute resolution procedures are covered in the Agreement. If the Parties do not resolve the dispute under those dispute resolution procedures, AT&T-13STATE or Wireless Collocator may file a complaint at the Commission seeking a formal resolution of the dispute. If it is determined that the Wireless Collocator's equipment does not meet the minimum safety standards above, the Wireless Collocator must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly.
- 12.1.4 Collocation equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T-13STATE personnel, network or facilities, including the Eligible Structure or those of others is strictly prohibited. Notwithstanding any other provision herein, the characteristics and methods of operation of any equipment or facilities placed in the Physical Collocation space shall not create hazards for or cause damage to those facilities, the Physical Collocation space, or the Eligible Structure in which the Physical Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Physical Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Attachment. Disputes regarding proper implementation of operating practices or technical standards may be resolved under the standards of Sections 8.7.2 above.
- 12.2 Compliance Certification
- 12.2.1 The Wireless Collocator also warrants and represents that any equipment or facilities that may be placed in the Dedicated Space pursuant to Section 10.2, Equipment List; Section 10.2.1, Subsequent Requests to Place Equipment, Section 10.2.2; or otherwise, shall be compliant with minimum safety standards set forth in Section 3.4.

13. RE-ENTRY

- 13.1 If the Wireless Collocator shall default in performance of any provision herein, and the default shall continue for sixty (60) calendar days after receipt of AT&T-13STATE's written notice, or if the Wireless Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, AT&T-13STATE may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel the Wireless Collocator and any claiming under the Wireless Collocator, remove the Wireless Collocator's property, forcibly if necessary, and services provided pursuant to this Attachment will be terminated without prejudice to any other remedies AT&T-13STATE might have.

- 13.2 **AT&T-13STATE** may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service for the Wireless Collocator at any time after sending the notice required by the preceding Section.
- 13.3 In the case of any dispute and at the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Attachment. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative informal dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. To the extent negotiations do not resolve the dispute, and thirty (30) days have passed since the date of the request for resolution under this Section, Parties may seek more formal dispute resolution procedures.

14. SERVICES AND MAINTENANCE

14.1 Operating Services

- 14.1.1 **AT&T-13STATE** shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitorial and elevator services, twenty-four (24) hours a day, seven (7) days a week. Any business telephone services ordered by the Wireless Collocator for its administrative use within its Dedicated Space will be provided in accordance with applicable **AT&T-13STATE** tariffs.

14.2 Maintenance

- 14.2.1 **AT&T-13STATE** shall maintain the exterior of the Eligible Structure and grounds, and all entrances, stairways, passageways, and exits used by the Wireless Collocator to access the Dedicated Space.

14.3 Equipment Staging and Storage

- 14.3.1 No storage or staging area will be provided outside of the licensed space. Collocation areas may not be used for office administrative space (i.e., filing cabinet, desk, etc.). Fire standards and regulations prohibit the storage of flammable material, e.g., cardboard boxes, paper, packing material, etc. Safety standards prohibit the storage of chemicals of any kind. (Refer to Interconnector's Guide for Collocation via <https://clec.att.com/clec>.)

14.4 Legal Requirements

- 14.4.1 Except for Section 17, **AT&T-13STATE** agrees to make, at its expense, all changes and additions to the Dedicated Space required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Dedicated Space.

15. AT&T-13STATE's RIGHT OF ACCESS

- 15.1 AT&T-13STATE, its agents, employees, and other AT&T-13STATE-authorized persons shall have the right to enter Dedicated Space at any reasonable time on three (3) days advance notice of the time and purpose of the entry to examine its condition, make repairs required to be made by AT&T-13STATE hereunder, and for any other purpose deemed reasonable by AT&T-13STATE. AT&T-13STATE may access the Dedicated Space for purpose of averting any threat of harm imposed by the Wireless Collocator or its equipment or facilities upon the operation of AT&T-13STATE equipment, facilities and/or personnel located outside of the Dedicated Space without such advance notice; in such case, AT&T-13STATE will notify the Wireless Collocator by telephone of that entry and will leave written notice of entry in the Dedicated Space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

16. PREPARATION CHARGES

- 16.1 Preparation charges apply for preparing the Dedicated Space for use by the Wireless Collocator as outlined in this Section. These rates and charges are found in the Collocation Rate Summary.
- 16.2 AT&T-13STATE will contract for and perform the construction and other activities underlying the preparation of the Telecommunications Infrastructure Area and Dedicated Space, and any Custom Work Charges using the same or consistent practices that are used by AT&T-13STATE for other construction and preparation work performed in the Eligible Structure in which the Dedicated Space is located.
- 16.3 The Wireless Collocator will be permitted to contract its own work for the preparation activities within the Wireless Collocator's cage including the construction of physical security arrangements. However, any such contractor shall be subject to the approval of AT&T-13STATE, such Dedicated Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with AT&T-13STATE, and the Wireless Collocator shall be solely responsible for all charges of any such contractor. Use of any such contractor shall not nullify the construction interval with respect to the preparation of the Telecommunications Infrastructure Area and Custom Work.

17. CHARGES

17.1 Monthly Charges

- 17.1.1 The flat-rate monthly recurring charges shall begin the earlier of when the first circuit is turned up or five (5) days after the Wireless Collocator has been notified that the preparation of the Dedicated Space is complete, and shall apply each month or fraction thereof that Physical Collocation is provided. For billing purposes, each month is considered to have thirty (30) days. The applicable recurring charges are set forth in the Collocation Rate Summary for use of the Dedicated Space.

17.2 Non-recurring Charges

- 17.2.1 Non-recurring charges are one-time charges that apply for specific work activity associated with providing Physical Collocation, per request, per Eligible Structure.
- 17.2.2 With respect to any preparation of the Dedicated Space, the Wireless Collocator shall pay AT&T-13STATE fifty percent (50%) of the estimated non-recurring charges as

specified for in Section 17 and fifty percent (50%) of any Custom Work Charges preceding the commencement of work.

- 17.2.3 The remaining portion of any Custom Work Charge is due upon completion. The remaining portion of the Preparation Charge shall be paid by the Wireless Collocator when the Dedicated Space is complete and prior to occupancy.

17.3 Application of Rates and Charges

- 17.3.1 Beginning on and after the Effective Date of this agreement, the Parties agree that the rates and charges for Collocation shall be as set forth in this Attachment and in the Pricing Schedule applicable to collocation ("Collocation Rates"). The Parties agree that the Collocation Rates shall apply, on a prospective basis only, beginning on the Effective Date of this amendment, to all existing Wireless Collocator's collocation arrangements, including those established before the Effective Date [of this agreement. Because the Collocation Rates will apply on a prospective basis only, neither Party shall have a right to retroactive application of the Collocation Rates to any time period before the Effective Date, and there shall be no retroactive right of true-up for any time period before the Effective Date.

17.4 Determination of Charges Not Established in Collocation Rate Summary

- 17.4.1 Rate Elements - In the event that AT&T-13STATE seeks to impose a rate element or charge to a Wireless Collocator that is not specifically provided for in this Attachment or in the Pricing Schedule, AT&T-13STATE shall be required to provide the quote for the rate element within the same time frames provided for in this Attachment.

- 17.4.2 In the event the Wireless Collocator disputes the rate element or charge proposed by AT&T-13STATE that is not specifically provided for in this Attachment or in the Pricing Schedule, the Wireless Collocator shall notify AT&T-13STATE of its dispute with the proposed charge in writing.

- 17.5 Custom Work Charges - Custom work may not be charged to Wireless Collocator for any work performed which will benefit or be used by AT&T-13STATE or other Wireless Collocators. AT&T-13STATE also may not impose a Custom Work Charge without the Wireless Collocator's approval and agreement that the custom work is not included in the provision of collocation as provided for in the rate elements contained in this Attachment. In the event an agreement between the Wireless Collocator and AT&T-13STATE is not reached regarding the Custom Work Charge, AT&T-13STATE shall complete construction of the Wireless Collocator's space pending resolution of the issue by the appropriate Commission and the Wireless Collocator may withhold payment for the disputed charges while the issue remains unresolved; however, any disputed Custom Work Charges paid by the Wireless Collocator or owed to AT&T-13STATE shall accrue interest at the rate established by the appropriate Commission. All Custom Work Charges that are approved by the appropriate Commission will be the basis for calculating a refund to a Wireless Collocator that has overpaid or the amount due to AT&T-13STATE that was not paid or underpaid. These overpaid or underpaid amounts will accrue at the above-stated interest rate on a monthly basis from the date of completion of the work or the date of payment of the disputed amount, as appropriate. In the event that the requested work will benefit all or most Wireless Collocators, such work shall not be considered custom work; instead, AT&T-13STATE shall file the appropriate interconnection agreement amendment. However, AT&T-13STATE shall not delay

completion of such work during the agreement approval process. AT&T-13STATE shall perform such work based upon provisional rates, subject to true up.

- 17.6 **Extraordinary Charges** - Wireless Collocator will be responsible for all extraordinary construction costs, incurred by AT&T-13STATE to prepare the Collocation space for the installation of Wireless Collocator's equipment and for extraordinary costs to maintain the Collocation space for Wireless Collocator's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the AC system (if available), or of the existing commercial power facility, installation, maintenance, repair, monitoring of securing measures, conversion of non-Collocation space, or other modifications required by local ordinances. Ordinary costs may become extraordinary by their unusual nature (e.g. volume that is substantially beyond the average or typical Collocation arrangement or request) or its infrequency of occurrence (e.g. construction that will benefit only the requesting Wireless Collocator).
- 17.6.1 AT&T-13STATE will charge a one-time, non-recurring fee for extraordinary costs on a time-sensitive or time-and-materials basis.
- 17.6.2 AT&T-13STATE will allocate the costs fairly among itself, Wireless Collocator and other Wireless Collocators, as appropriate.
- 17.6.3 An estimate of such costs plus contribution will be provided to the Wireless Collocator prior to AT&T-13STATE commencing such work. In no case will actual charges exceed those estimated by more than ten (10) percent.
- 17.6.4 AT&T-13STATE must advise Wireless Collocator if extraordinary costs will be incurred within twenty (20) business days of the Wireless Collocator's request for space.
- 17.6.5 Extraordinary costs will only be billed upon receipt of the signed acceptance and construction will not begin until receipt of the Wireless Collocator's signed acceptance and payment.

18. **RATE REGULATIONS (AT&T-13STATE DOES ALL WORK)**

- 18.1 The Wireless Collocator may elect to have AT&T-13STATE provision the collocation site or the Wireless Collocator may elect to hire an AT&T-13STATE Approved Tier 1 Vendor to provision the collocation site per Section 21, CDOW (Collocator Does Own Work).

18.2 Rate Elements

All rates and charges for the following rate elements can be found in the Collocation Rate Summary.

18.2.1 Planning Fees

- 18.2.1.1 The Planning Fee, as specified in AT&T-13STATE's Interconnector's Collocation Services Handbook for Physical Collocation in AT&T-13STATE, recovers AT&T-13STATE's costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for the Wireless Collocator's request for the Physical Collocation arrangements. The initial Planning Fee will apply to the Wireless Collocator's Physical Collocation request. In addition, a non-standard Planning Fee will apply when a request

includes DC power requirements other than 2-10, 2-20, 2-30, 2-40, 2-50, or 2-100 Amp power feeds for Caged, Cageless, or Caged Common Collocation, or 2-100, 2-200, 2-300, or 2-400 Amp power feeds for Adjacent On-Site Collocation, or other than integrated ground plane, or when floor space requirements are greater than four hundred (400) square feet. Requests for additions to the initial request, such as the addition of Wireless Collocator provided equipment that requires AT&T-13STATE to engineer and purchase additional equipment will result in a Subsequent Planning Fee. A major revision to the initial request for Physical Collocation that changes floor space requirements, cable entrance facilities requirements, or changes DC Power Distribution will be considered a total revision and result in the reapplication of an initial Planning Fee. Rates and charges are as found in the Collocation Rate Summary.

18.2.2 Billing for Caged Shared and Caged Common Collocation Arrangements

18.2.2.1 Except for certain charges identified as related to Caged Shared Collocation, each Wireless Collocator shall be billed separately and shall be able to order and provision separately. In the case of Caged Shared Collocation, AT&T-13STATE shall bill the original Wireless Collocator for space. Wireless Collocators located in a Caged Common Collocation area shall have direct billing arrangements with AT&T-13STATE for floor space and all other applicable interconnection arrangements.

18.2.3 Floor Space Charges

18.2.3.1 Caged Collocation

18.2.3.1.1 The Caged Collocation option provides the Wireless Collocator with an individual enclosure (not including a top). This enclosure is an area designated by AT&T-13STATE within an Eligible Structure to be used by the Wireless Collocator for the sole purpose of installing, maintaining and operating the Wireless Collocator-provided equipment.

18.2.3.1.2 AT&T-13STATE will provide Floor Space, floor space site conditioning, Cage Common Systems Materials, Cage Preparation and Safety and Security charges in increments of one (1) square foot. For this reason, Wireless Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment (i.e., fifty (50) square feet of cage space), and will ensure that the first Wireless Collocator in AT&T-13STATE premises will not be responsible for the entire cost of site preparation and security. In the case of Caged Shared Collocation, AT&T-13STATE shall bill the original Wireless Collocator for space. Wireless Collocators located in a Caged Common Collocation area shall have direct billing arrangements with AT&T-13STATE for floor space and all other applicable interconnection arrangements. When a Wireless Collocator constructs its own cage and related equipment, the Wireless Collocator will not be subject to the Cage Preparation Charge as set forth in Section 18.2.3.1.4.5 following. See Section 21, CDOW for applicable charges.

18.2.3.1.3 In addition, terms and conditions for contractors performing cage construction activities as set forth in Section 16 preceding will apply.

18.2.3.1.4 If the Wireless Collocator elects to install, or requests that AT&T-13STATE provide and install a point of termination (POT) frame in the dedicated collocation area rather

than inside its cage, the floor space rate for Cageless Collocation found in the Collocation Rate Summary applies.

18.2.3.1.4.1 Eligible Structure Floor Space Charges

Consists of the following elements which are based on the average cost for AT&T-13STATE within AT&T-13STATE:

- Construction costs
- Operating costs

18.2.3.1.4.2 Site Conditioning Charge, per square foot

Consists of the following and represents costs necessary to condition basic floor space to accommodate telecommunications equipment:

- New floor tile
- General lighting
- House service receptacles
- Exit lights
- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles
- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox
- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

18.2.3.1.4.3 Common Systems Materials Charge

Consists of the following elements per square foot and represents the following charges:

- Installation and maintenance of iron work, racking, and lighting above the cage

18.2.3.1.4.4 Safety and Security, per square foot

This charge represents reasonable costs incurred by AT&T-13STATE to secure its equipment contained within Eligible Structure. This charge is expressed as a recurring rate on a per square foot basis and was developed based on implementation of varying combinations of the following security measures and devices. This rate may include only the costs associated with the most cost-effective reasonable method of security, which may consist of a sub set of the following:

- Interior Security Partition separating AT&T-13STATE equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks

- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarms

18.2.3.1.4.5 Cage Preparation

Consists of the following elements and represents charges unique to the Wireless Collocator making the request. Rates and charges are as found in the Collocation Rate Summary.

- Grounded wire partition
- Door key Set
- Lights
- AC Outlet
- Cable rack and support structure inside the cage

18.2.3.2 Cageless Collocation

18.2.3.2.1 The Cageless Collocation charges consists of floor space, bay and aisle lighting and the design and placement of common systems materials in an area designated by AT&T-13STATE within an Eligible Structure to be used by the Wireless Collocator for the sole purpose of installing, maintaining and operating the Wireless Collocator-provided equipment.

18.2.3.2.2 AT&T-13STATE will provide Floor Space, floor space site conditioning, Safety and Security, and Common Systems Materials charges per relay rack, bay, or frame. Wireless Collocator shall be able to order space in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., ten (10) square feet). The first Wireless Collocator in AT&T-13STATE premises will be responsible only for it's pro rata share of the common systems materials, cost of site preparation and security charges. Charges to each Wireless Collocator will be based upon the number of frames used by each Wireless Collocator.

18.2.3.2.2.1 Floor Space Charges

Consists of the following elements which are based on the average cost for AT&T-13STATE within AT&T-13STATE:

- Construction costs
- Operating costs

18.2.3.2.2.2 Site Conditioning Charge

Consists of the following and represents costs necessary to condition basic floor space to accommodate telecommunications equipment per rack, bay or frame:

- New floor tile
- General lighting
- House service receptacles
- Exit lights
- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles

- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox
- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

18.2.3.2.2.3 Cageless Common Systems Materials Charge

Consists of the following elements per rack, bay, or frame and represents the following charges:

- Support materials for overhead lighting
- Aisle lighting
- AC electrical access for bay framework
- Central Office ground bar assembly and termination materials
- Extension of Central Office ground cables
- Auxiliary framing for support of cable racking materials
- Horizontal fiber protection duct system
- All associated mounting hardware and fabrication materials

18.2.3.2.2.4 Safety and Security

This charge represents reasonable costs incurred by AT&T-13STATE to secure its equipment contained within the used space of the Eligible Structure. This charge is expressed as a recurring rate on a rack, bay, or frame basis and was developed based on implementation of varying combinations of the following security measures and devices:

- Interior Security Partition separating AT&T-13STATE equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarm

18.3 DC Power Amperage Charge

18.3.1 This is a monthly recurring charge which is determined by multiplying the per DC amp rate by the total amount of DC amps provided over one of the two power feeds ordered by the Wireless Collocator for its power arrangement. By way of example, where Wireless Collocator orders DC Power in a 20-amp increment, it will be considered to have ordered two (2) twenty (20)-amp power feeds and AT&T will provision two (2) twenty (20) amp DC power feeds (for a combined total of forty (40) amps), but AT&T shall only bill Wireless Collocator the monthly recurring charge applicable to DC Power for a total of twenty (20) amps. The DC power charge per

amp consists of the use of: DC power plant, backup generator, batteries & rectifiers, BDFB, associated hardware and cabling, and AC energy to convert to DC power.

18.3.2 Heating, Ventilating, and Air Conditioning (HVAC)

18.3.2.1 This monthly recurring charge consists of the elements necessary to provide HVAC within the Eligible Structure to the collocation arrangement and is based on the heat dissipation required for each ten (10) amps of DC Power. This is a monthly recurring charge which is determined by dividing the per each ten (10) amps of DC Power rate by the total amount of DC amps provided over one of the two power feeds ordered by the Wireless Collocator for its power arrangement. By way of example, where Wireless Collocator orders DC Power in a twenty (20)-amp increment, it will be considered to have ordered two (2) twenty (20)-amp power feeds and AT&T-13STATE will provision two (2) twenty (20) amp DC power feeds (for a combined total of forty (40) amps), but AT&T-13STATE shall only bill Wireless Collocator the monthly recurring charge applicable to HVAC on a total of twenty (20) amps. Charges for this element are specified in the attached pricing schedule.

18.3.3 DC Power Arrangement Provisioning

18.3.3.1 The DC Power Arrangement is the installation of the power cable and the cable rack including support and fabrication material expressed as a combination of a non-recurring and monthly rate for either 2-10 amp, 2-20 amp, 2-30 amp, 2-40 amp, 2-50 amp, or 2-100 amp feeds.

18.3.4 DC Power Panel (Maximum 200 amp) (Optional)

18.3.4.1 At least one (1) DC power panel is required with each application requiring DC Power when designed to provide between 50 and 200 amps per feed of DC current however the Wireless Collocator may substitute the required power panel with an equivalent power panel subject to meeting NEBS Level 1 Safety and review by AT&T-13STATE technical support. This rate element may be provided by AT&T-13STATE.

18.3.5 Eligible Structure Ground Cable Arrangement, Each

18.3.5.1 The ground cable arrangement is the cabling arrangement designed to provide grounding for equipment within the Wireless Collocator's Dedicated Space. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. Isolated Ground Planes require a Ground Cable Arrangement in the Wireless Collocator's Dedicated Space.

18.3.6 Security Cards

18.3.6.1 The Security Cards Charge consists of a charge per five (5) new cards or replacement cards, for access cards, and ID cards. Rates and charges are as found in the Collocation Rate Summary. AT&T-13STATE will issue access cards and/or ID cards within twenty-one (21) days of receipt of a complete and accurate AT&T Photo ID Card and Electronic Access For Wireless Collocators and Associated Contractors form, which is located on the telecommunications carrier online website <https://clec.att.com/clec>. In emergency or other extenuating circumstances (but not in the normal course of business), Wireless Collocator may request that the twenty-one (21) day interval be expedited, and AT&T-13STATE will issue the access and/or ID

cards as soon as reasonably practical. There is an additional charge for expedited requests.

18.3.7 Entrance Facility Conduit to Vault, Per Cable Sheath

18.3.7.1 This rate element describes any reinforced passage or opening placed for the Wireless Collocator-provided facility between AT&T-13STATE designated manhole and the cable vault of the Eligible Structure.

18.3.8 Entrance Fiber Charge, Per Cable Sheath

18.3.8.1 The Entrance Fiber Charge reflects the time spent by AT&T-13STATE in pulling the Wireless Collocator's cable facilities from AT&T-13STATE designated manhole, through AT&T-13STATE cable vault and through AT&T-13STATE cable support structure to the Wireless Collocator's equipment.

18.3.9 AT&T-13STATE to Collocation Interconnection Arrangement Options

18.3.9.1 Wireless Collocator will select one or more of the interconnection arrangements listed below.

18.3.9.1.1 DS1 Interconnection Cable Arrangement (DSX or DCS), Each

18.3.9.1.1.1 This sub-element is an AT&T-13STATE-provided cable arrangement of twenty-eight (28) DS1 connections per cable arrangement between the Wireless Collocator's equipment bay and AT&T-13STATE network. This rate element may not be provided by the Wireless Collocator. The Wireless Collocator will not be permitted access to AT&T-13STATE Main Distribution Frame. If regeneration is required because the cabling distance between the Wireless Collocator's termination point located in an Adjacent Structure and AT&T-13STATE's cross-connect bay exceeds ANSI limitations or where the Wireless Collocator specifically requests regeneration, it will be at the Wireless Collocator's expense. Regeneration is not required in any other circumstance. Rates and charges are as found in the Collocation Rate Summary.

18.3.9.1.2 DS3 Interconnection Cable Arrangement (DSX or DCS), Each

18.3.9.1.2.1 This sub-element is an AT&T-13STATE-provided cable arrangement of one (1) DS3 connection per cable arrangement between the Wireless Collocator's equipment bay and AT&T-13STATE network. This rate element may not be provided by the Wireless Collocator. The Wireless Collocator will not be permitted access to AT&T-13STATE Main Distribution Frame. If regeneration is required because the cabling distance between the Wireless Collocator's termination point located in an Adjacent Structure and AT&T-13STATE's cross-connect bay exceeds ANSI limitations or where the Wireless Collocator specifically requests regeneration, it will be at the Wireless Collocator's expense. Regeneration is not required in any other circumstance. Rates and charges are as found in the Collocation Rate Summary.

18.3.9.1.3 DS0 Voice Grade Interconnection Cable Arrangement, Each

18.3.9.1.3.1 This sub-element is an AT&T-13STATE-provided cable arrangement that provides one hundred (100) DS0 copper shielded connections between the Wireless Collocator's equipment bay and AT&T-13STATE network. These rate elements

may not be provided by the Wireless Collocator. The Wireless Collocator will not be permitted access to AT&T-13STATE Main Distribution Frame.

18.3.10 Optical Circuit Arrangement

18.3.10.1 This sub-element provides for the cost associated with providing twelve (12) fiber connection arrangements to AT&T-13STATE network. This rate element may not be provided by the Wireless Collocator. The Wireless Collocator will not be permitted access to AT&T-13STATE Main Distribution Frame.

18.3.11 Bits Timing (per circuit) (Optional)

18.3.11.1 An AT&T-13STATE provided single signal from AT&T-13STATE timing source to provide synchronization between a Wireless Collocator's single Network Element and AT&T-13STATE's equipment.

18.3.12 Timing Interconnection Arrangement (Optional)

18.3.12.1 Timing leads (1 pair of wires) provided by AT&T-13STATE to the Wireless Collocator's dedicated Physical Collocation space.

18.3.13 Collocation Availability Space Report Fee

18.3.13.1 This rate element provides for costs associated with providing a reporting system and associated reports indicating the amount of collocation space available, the number of Wireless Collocators, any modifications in the use of space since the generation of the last available report, and measures that AT&T-13STATE is undertaking to make additional space available for collocation.

18.3.14 Pre-visits

18.3.14.1 General Applications

18.3.14.1.1 Prior to submitting an application, the prospective Wireless Collocator may elect to arrange with AT&T-13STATE to visit an Eligible Structure for the purpose of permitting the Wireless Collocator to determine if the structure meets its business needs and if space is available in the structure for the potential Wireless Collocator's Physical Collocation arrangement. If the prospective Wireless Collocator elects to pre-visit AT&T-13STATE's Eligible Structures, the Wireless Collocator must submit its request in writing ten (10) business days in advance to the Collocation Account Manager. Pre-visits will be scheduled for a date that is mutually agreeable to both Parties. Prospective Wireless Collocator will not be allowed to take photographs, make copies of AT&T-13STATE site-specific drawings or make any notations.

18.3.14.1.2 For pre-visits, AT&T-13STATE will provide an employee of AT&T-13STATE to conduct the pre-visit, unless a different number of AT&T-13STATE employees are mutually agreed upon. The Wireless Collocator will be billed for the time of the assigned AT&T-13STATE employee and not for additional employees not mutually agreed upon to attend the pre-visit. If any travel expenses are incurred, the Wireless Collocator will be charged for the time AT&T-13STATE employees spend traveling and will be based on fifteen (15)-minute increments.

18.3.15 Construction Inspections

18.3.15.1 The Wireless Collocator will be charged for the time AT&T-13STATE employees spend during the construction inspection with the Wireless Collocator, based on

fifteen (15)-minute increments. If any travel expenses are incurred, the Wireless Collocator will be charged for the time AT&T-13STATE employees spend traveling and will be based on fifteen (15)-minute increments.

18.3.16 Adjacent On-site Structure Arrangements

18.3.16.1 Adjacent On-site Structure Arrangements

18.3.16.1.1 If a Wireless Collocator elects to provide an Adjacent On-Site Space Collocation as described in Section 7.6.1.5 preceding, when all available space is Legitimately Exhausted inside AT&T-13STATE Eligible Structure, AT&T-13STATE will charge Planning Fees to recover the costs incurred to estimate the quotation of charges for the Wireless Collocator's Adjacent Space Collocation arrangement request. Rates and charges are found in the Collocation Rate Summary. In addition, should the Wireless Collocator elect to have AT&T-13STATE provision an extension of DC Power Service from the Eligible Structure to the Adjacent Structure, a DC Power Panel will be required.

18.3.16.2 Adjacent On-site Planning Fee

18.3.16.2.1 An initial Planning Fee will apply when a Wireless Collocator is requesting any interconnection between the Wireless Collocator's Adjacent On-site structure and AT&T-13STATE on an initial or subsequent Adjacent On-site collocation application. This fee recovers the design route of the interconnection terminations as well as the design route of the power arrangement to the Wireless Collocator's Adjacent On-site structure.

18.3.17 Adjacent Off-site Arrangement

18.3.17.1 Adjacent Off-site Structure Arrangements

18.3.17.1.1 If the Wireless Collocator elects to provide an Adjacent Off-site Arrangements structure as defined in Section 2. of this Attachment and as described in Section 7.6.1.6 preceding, when all available space is Legitimately Exhausted inside AT&T-13STATE Eligible Structure and Wireless Collocator's Adjacent On-site Space is not within fifty (50) feet of the Eligible Structure's outside perimeter wall, AT&T-13STATE will provide the following sub-elements to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Wireless Collocator's site is located on a property that is contiguous to or within one standard city block of AT&T-13STATE's Central Office or Eligible Structure. When the Wireless Collocator elects to collocate by Adjacent Off-site Arrangement, the Wireless Collocator shall provide both AC and DC Power required to operate such facility. Rates and charges for these sub-elements are found in the Collocation Rate Summary.

18.3.17.2 Planning Fee Adjacent Off-site Arrangement

18.3.17.2.1 Planning Fee will apply when a Wireless Collocator is requesting any interconnection between the Wireless Collocator's Adjacent Off-site structure and AT&T-13STATE on an initial or subsequent Adjacent Off-site collocation application. This fee recovers the design route of the interconnection terminations to the Wireless Collocator's Adjacent Off-site structure. Rates and charges are found in the Collocation Rate Summary.

- 18.3.18 Conduit Space for Adjacent Off-site Arrangement
 - 18.3.18.1 Any reinforced passage or opening placed for the Wireless Collocator provided facility in, on, under/over or through the ground between AT&T-13STATE designated manhole and the cable vault of the eligible structure. Rates and charges are as found in the Collocation Rate Summary following.
- 18.3.19 Two Inch Vertical Mounting space in CEVs, Huts and Cabinets
 - 18.3.19.1 A two-inch vertical mounting space in a standard equipment mounting in a CEV, Hut or cabinet for the placement of equipment. The number of two-inch vertical mounting spaces required is determined by the size of the equipment to be placed plus additional space required for heat dissipation and ventilation of the equipment to be placed in adjacent equipment.
- 18.3.20 Miscellaneous Charges (Optional)
 - 18.3.20.1 Consists of charges for miscellaneous construction-related items associated with Cageless Pot Bay or cabinet.
- 18.3.21 Collocation to Collocation Connection
 - 18.3.21.1 This rate element includes physical-to-physical and physical-to-virtual connection options.
 - 18.3.21.1.1 Fiber Cable (12 Fibers)
 - 18.3.21.1.1.1 This rate element is for AT&T-13STATE to provide and install direct cabling using fiber cable (12 fiber pairs) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring and recurring rate.
 - 18.3.21.1.2 Copper Cable (28 DS1s)
 - 18.3.21.1.2.1 This rate element is for AT&T-13STATE to provide and install for direct cabling using copper cable (28 DS1s) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring charge and a monthly rate.
 - 18.3.21.1.3 Coax Cable (1 DS3)
 - 18.3.21.1.3.1 This rate element is for AT&T-13STATE to provide and install for direct cabling using coaxial cable (1 DS3) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring charge and a monthly rate.
 - 18.3.21.1.4 Cable Racking and Hole
 - 18.3.21.1.4.1 This sub-element provides for cable rack space for copper, coax and optical cabling between two (2) collocation arrangements and the required terminations at each Physical Collocation arrangement(s) at an Eligible Structure.
 - 18.3.21.1.5 Route Design
 - 18.3.21.1.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge.

19. COMPLETE SPACE DISCONTINUANCE, SPACE REASSIGNMENT, POWER REDUCTION AND INTERCONNECTION TERMINATION REDUCTION

19.1 This Section provides rates, terms and conditions for Complete Space Discontinuance, Space Reassignment, Power Reduction and Interconnection Termination Reduction.

19.2 Complete Space Discontinuance

The Wireless Collocator may discontinue an existing Physical Collocation Arrangement which may include equipment, equipment bays, interconnection facilities (e.g., power, timing, grounding and interconnection cabling) and Wireless Collocator infrastructure installed within its Physical Collocation space. The Wireless Collocator is required to provide a complete and accurate Physical Collocation Application requesting to discontinue its existing Physical Collocation Arrangement. The Wireless Collocator must complete the following activities within thirty (30) calendar days from the day the Physical Collocation application was submitted. If the Wireless Collocator is unable to complete the following activities within the designated time frame, the Wireless Collocator may request an additional thirty (30) calendar days to complete the activities required and monthly recurring charges will continue through this additional time frame.

- (A) Remove Wireless Collocator's equipment bays (relay racks) from the Physical Collocation space, using an AT&T-13STATE Approved Tier 1 or Tier 2 Installation/Removal Vendor.
- (B) Remove Wireless Collocator's equipment from the Physical Collocation space, using an AT&T-13STATE Approved Tier 1 or Tier 2 Installation/Removal Vendor;
- (C) Remove terminations at both ends of cable (e.g. power, timing, grounding, and interconnection) and cut cables up to the AT&T-13STATE rack level. Wireless Collocator must use an AT&T-13STATE Approved Tier 1 or Tier 2 Installation/Removal Vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.
- (D) Remove Wireless Collocator's entrance cable between the Physical Collocation Arrangement and the first manhole in accordance with the provisions of this Section using an AT&T-13STATE Approved Tier 1 or Tier 2 Installation/Removal Vendor;
- (E) Remove Wireless Collocator's miscellaneous items from within the Physical Collocation space, using an AT&T-13STATE Approved Tier 1 or Tier 2 Installation/Removal Vendor.

19.2.1 For complete space discontinuance, Wireless Collocator will not be responsible for repairing floor tile damaged during removal of relay racks and equipment, nor will Wireless Collocator be responsible for cable mining (removal). Instead the AT&T-13STATE will perform those tasks. Wireless Collocator will pay for those tasks through rate elements listed in Section 19.6.

19.2.2 If the Wireless Collocator fails to complete the items identified in Section 19.6 within thirty (30) calendar days after discontinuance or termination of the physical collocation arrangement, the AT&T-13STATE may complete those items and charge the Wireless Collocator for any and all claims, expenses, fees or other costs associated with any such completion by AT&T-13STATE, including any materials used and the time spent at the hourly rate for custom work. This work will be performed at the Wireless Collocator's

risk and expense, and the Wireless Collocator will hold AT&T-13STATE harmless from the failure to return any equipment, property or other items.

- 19.2.3 When discontinuance of the Physical Collocation Arrangement involves the removal of fiber entrance cable, the Wireless Collocator's AT&T-13STATE Approved Tier 1 Installation/Removal Vendor is only responsible for physically removing entrance cables housed in conduits or inner-ducts and may do so only after the AT&T-13STATE confirms that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the Central Office.

19.3 Space Reassignment

In lieu of submitting an application to discontinue a Physical Collocation Arrangement per Section 19.2, above the Wireless Collocator ("Exiting Wireless Collocator") may reassign the Physical Collocation Arrangement to another Wireless Collocator ("Wireless Collocator Assignee") subject to certain terms and conditions outlined below. Any such reassignment of the Physical Collocation Arrangement may not occur without the written consent of AT&T-13STATE. In order to request consent to assign a Physical Collocation Arrangement, either the Wireless Collocator Assignee or Exiting Wireless Collocator may submit a Collocation Application on behalf of both the Exiting Wireless Collocator and Wireless Collocator Assignee, Space Reassignment shall be subject to the following terms and conditions:

- 19.3.1 Wireless Collocator Assignee must, as of the date of submission of the Physical Collocation Application, have an approved ICA that contains a Collocation Attachment or an effective interim ICA contains a Collocation Attachment.
- 19.3.2 Exiting Wireless Collocator will be liable to pay all non-recurring and monthly recurring collocation charges on the Physical Collocation Arrangement to be reassigned until the date the AT&T-13STATE turns over the Physical Collocation Arrangement to the Wireless Collocator Assignee. Any disputed charges shall be subject to the dispute resolution provisions herein. The AT&T-13STATE's obligation to turn over the Physical Collocation Arrangement shall not arise until all undisputed charges are paid. Wireless Collocator Assignee's obligation to pay monthly recurring charges for a Physical Collocation Arrangement will begin on the date the AT&T-13STATE makes available the Physical Collocation Arrangement to the Wireless Collocator Assignee.
- 19.3.3 An Exiting Wireless Collocator may not reassign Physical Collocation space in a central office where a waiting list exists for Physical Collocation space, unless all Wireless Collocator's on the waiting list above the Wireless Collocator Assignee decline their position. This prohibition does not apply in the case of an acquisition, merger or complete purchase of the Exiting Wireless Collocator's assets.
- 19.3.4 Wireless Collocator Assignee will defend and indemnify the AT&T-13STATE from any losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees) if any other person, entity or regulatory authority challenges the reassignment of any Physical Collocation Arrangement(s) or otherwise claims a right to the space subject to the reassignment.
- 19.3.5 Wireless Collocator Assignee or the Exiting Wireless Collocator shall submit one (1) complete and accurate application for each Physical Collocation Arrangement. By submitting an application for a Physical Collocation Arrangement, Wireless Collocator

Assignee represents warrants and agrees that it has obtained an executed sale or lease agreement for and holds proper title to all non-AT&T-13STATE equipment and other items in or otherwise associated with each Physical Collocation Arrangement. Wireless Collocator Assignee further agrees to indemnify and hold the AT&T-13STATE harmless from any third-party claims involving allegations that Wireless Collocator Assignee does not hold proper title to such non-AT&T-13STATE equipment and other items.

- 19.3.6 AT&T-13STATE will respond to the Physical Collocation Application within ten (10) calendar days of submission of the completed application, including provision of a price quote. Wireless Collocator Assignee must pay one-hundred percent (100%) of all non-recurring charges in the price quote before AT&T-13STATE begins to convert the Physical Collocation Arrangement being reassigned. Once Wireless Collocator Assignee has paid one-hundred percent (100%) of all such non-recurring charges, the AT&T-13STATE shall finish the work to convert the space within thirty (30) calendar days. AT&T-13STATE and Wireless Collocator Assignee will coordinate all conversion work to insure that the end user customers of Wireless Collocator Assignee do not suffer disruptions of service.
- 19.3.7 Wireless Collocator Assignee may submit a security application for access to a Physical Collocation Arrangement simultaneously with the Physical Collocation Application. If a completed security application is provided at the time the Collocation Application is filed, the security cards will be made available at the time that the collocation space is turned over. If the security application is not provided at the time that the Collocation Application is filed, then Wireless Collocator Assignee may submit a security application for access at any time and the terms and conditions as provided in Section 18.3.6 will apply. In no event will the security cards be provided to the Wireless Collocator Assignee before the assigned space is turned over.
- 19.3.8 Wireless Collocator Assignee assumes each Physical Collocation Arrangement “as is” which means that AT&T-13STATE will make no changes to the Physical Collocation Arrangement, including no changes to power, interconnection and entrance facilities. Any modifications to such Physical Collocation Arrangement by Wireless Collocator Assignee must be submitted via a separate augment application (or as otherwise provided by the applicable ICA).
- 19.3.9 This Section 19.3 does not affect any obligations arising outside of this Collocation Agreement.
- 19.4 Power Reduction
- 19.4.1 The Wireless Collocator may request to decrease the amount of existing power available to a Physical Collocation Arrangement. This can be done either by disconnecting and removing a power cable feed or by replacing the existing fuse with a fuse of a lower breakdown rating on a power cable feed. If the Wireless Collocator desires to disconnect a power arrangement (A&B feed), the Wireless Collocator will be responsible for paying the costs to remove the A&B power cable feeds that make up the power arrangement. If the Wireless Collocator desires to reduce the amperage on a power cable feed, the Wireless Collocator will be responsible for paying the costs necessary to change the fuse that serves the A&B feeds at the AT&T-13STATE power source. In either case, the Wireless Collocator must maintain a minimum amount of power on at least one power arrangement (A&B feed) to service their Physical Collocation Arrangement when

submitting their power reduction request. The Wireless Collocator shall submit an augment application in order to process this request.

- 19.4.2 If the Wireless Collocator desires to only reduce the fuse capacity on an existing power arrangement (A&B feed) rather than disconnect and remove cable to an existing power arrangement, they may only reduce the fuse size to the lowest power amp increment offered in this Attachment referenced in Section 18.3.3.1. Different minimum amp increments apply for power arrangements fed from either an AT&T-13STATE Battery Distribution Fuse Bay (BDFB) or a AT&T-13STATE Power Plant. When the Wireless Collocator is requesting to reduce the fuse capacity only, the fees referenced in Section 19.9 will apply. When the Wireless Collocator has only one power arrangement (A&B feed) serving their Physical Collocation Arrangement, a fuse reduction is the only power reduction option available to the Wireless Collocator.
- 19.4.3 When a power reduction request involves a fuse change only on a power arrangement serviced from the AT&T-13STATE BDFB (i.e. power arrangements less than or equal to a fifty (50) amp A feed and a fifty (50) amp B feed) the Wireless Collocator must hire an AT&T-13STATE Approved Tier 1 Vendor to coordinate fuse changes at the AT&T-13STATE BDFB. Applicable fees referenced in Section 19.9 will still apply. When a power reduction request involves a fuse change on a power arrangement serviced from the AT&T-13STATE Power Plant (i.e. power arrangements consisting of a one-hundred (100) amp A feed and a one-hundred (100) amp B feed and above), the AT&T-13STATE shall coordinate the fuse changes at the AT&T-13STATE Power Plant.
- 19.4.4 When a power reduction request requires disconnecting and removing a power cable feed from either the AT&T-13STATE's BDFB or Power Plant, the AT&T-13STATE Approved Tier 1 Vendor will perform the power cable removal work above the rack level (cable mining). Applicable fees referenced in Section 19.8 will apply. Within thirty (30) days after submitting its power reduction request to disconnect and remove a power arrangement, the Wireless Collocator must perform the following activity:
- (A) Remove terminations at both ends of the power cable feed and cut cables up to the AT&T-13STATE rack level. Wireless Collocator must use a AT&T-13STATE Approved Tier 1 Installation/ Removal Vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.
- 19.4.5 When the Wireless Collocator has multiple power arrangement serving a Physical Collocation Arrangement (i.e., one power arrangement consisting of fifty (50) amps on the A feed and fifty (50) amps on the B feed and a second power arrangement consisting of twenty (20) amps on the A feed and twenty (20) amps on the B feed), the Wireless Collocator has the option of either fusing down the fifty (50) amp power arrangement (A&B feed) or disconnecting and removing the power cable feed from the fifty (50) amp power arrangement (A&B feed). If the Wireless Collocator chooses to disconnect and remove the power cable feed from a power arrangement (A&B feed), then the charges referenced in Section 19.8 will apply. If the Wireless Collocator has multiple power arrangements (A&B feed) where they can request both a fuse reduction and a power cable removal for one Physical Collocation Arrangement [i.e. reduce one power arrangement from fifty (50) amps (A&B feed) to twenty (20) amps (A&B feed) and remove the power cable from a second power arrangement from fifty (50) amps (A&B feed) to 0 amps (A&B feed)], then the project management fee for power cable removal

referenced in Section 18.8 will apply in addition to the individual charges referenced in either Section 19.8, or 19.9 associated with the overall power reduction request.

- 19.4.6 For any power reduction request (one which involves either a disconnect and removal, refusing only, or a combination of the two), the Wireless Collocator must submit an augment application for this request along with the appropriate application and project management fees referenced in Section 19.8. The same augment intervals that are outlined in this Attachment for adding power will apply to power reduction requests.

19.5 Interconnection Termination Reduction

- 19.5.1 The Wireless Collocator may request a reduction of the existing amount of interconnection terminations that service a Physical Collocation Arrangement. The Wireless Collocator shall submit an augment application in order to process this request. The Wireless Collocator must maintain at least one minimum interconnection arrangement increment authorized in Sections 18.3.9.1.1.1, 18.3.9.1.2.1, 18.3.9.1.3.1 or 18.3.10. The same augment intervals that are outlined in this Attachment for adding interconnection terminations will apply to interconnection termination reductions.

- 19.5.2 Interconnection termination reduction requests will always require the disconnection and removal of interconnection cable. The AT&T-13STATE will perform the interconnection cable removal work above the rack level (cable mining). Applicable fees referenced in Section 19.10 will apply. Within thirty (30) days after submitting its interconnection termination reduction request to disconnect and remove an interconnection arrangement from its Physical Collocation Arrangement, the Wireless Collocator must perform the following activity:

- (A) Remove terminations at both ends of the interconnection cable and cut cables up to AT&T-13STATE rack level. Wireless Collocator must use an AT&T-13STATE approved Tier 1 Installation/Removal Vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.

19.6 Rate Element Descriptions for Complete Space Discontinuance

- (A) Application Fee - The charge assessed by the AT&T-13STATE to process the Wireless Collocator's application for Physical Collocation Arrangements.
- (B) Project Management Fee - Complete Space Discontinuance - Reflects the AT&T-13STATE's labor costs to project manage the complete discontinuance of the Wireless Collocator's space. The labor costs include the AT&T-13STATE engineering and real estate costs for planning design of floor tile restoration, interconnection, power and entrance cable removal, stenciling, floor plans, and DC power records.
- (C) Remove Fiber Jumpers - Remove four fiber jumpers from the fiber protection system raceway.
- (D) Remove Fiber Cables - Remove fiber cable sheaths (1-216 fibers) on dedicated fiber racking. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, waxed cable cord/twine, gray paint for removing plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (E) Remove VF/DS0 Cable - Remove cable sheaths totaling one hundred (100) pairs and each one hundred (100) pair connecting block from the MDF or IDF. Typical

material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, gray paint for removing stenciling on frame, fire stop material, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.

- (F) Remove DS1 Cable - Remove two sheaths, on transmit and one receive, comprising of a total of twenty-eight (28) DS1 circuits to an existing DSX1 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, blank labels for DSX shelf, 8.5"x11" paper for engineering job order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (G) Remove DS3 Cable (Coax) - Remove two (2) coax cables per DS3 circuit to an existing DSX3 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, fire stop material, blank labels for DSX shelf, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (H) Remove Timing Cable — Remove a single timing lead (P7 wire). Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, CO timing book sheet, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (I) Remove Power Cable - Distribution from the AT&T-13STATE BDFB (sixty (60) amp A feed and sixty (60) amp B feed and below power arrangements) – Remove four (4) power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from BDFB, and updating documents as required.
- (J) Remove Power Cable - Distribution from the AT&T-13STATE Power Board (100 amp A feed and 100 amp B feed & above) - Remove 750 MCM cable (4 runs @ 180 feet), and remove and junk fuses and power panel. Removal activity also requires cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, gray paint for removing stenciling on Power Board, fire stop material, blank labels for BDFB, yellow job wallet, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (K) Remove Cage Grounding Material - Remove collocation cage grounding lead and ground bar. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, yellow job wallet, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (L) Remove Fiber Entrance Cable - Remove fiber entrance cable from 1st manhole closest to the Central Office through cable vault to its endpoint termination in the collocation space (average 300' of cable). Removal activity also requires infrastructure maps and records, engineering work order, pump/ventilate manhole, safety inspection and removal of safety hazards, fire stops, and mechanized cable pulling tools.

- (M) Restore Floor Tile - Standard Bay - Remove floor tile and Drive Anchors Flush with Floor Slab, install 547 Floor Patch, apply floor adhesive, and install Vinyl Composite Floor Tile (VCT). Clean and Wax Floor Tile, abatement of asbestos containing Floor Tile, and Air Monitoring for Abatement.
- (N) Restore Floor Tile – Non-Standard Bay - Remove floor tile and Drive Anchors Flush with Floor Slab, install 547 Floor Patch, apply floor adhesive, and install Vinyl Composite Floor Tile (VCT). Clean and Wax Floor Tile, abatement of asbestos containing Floor Tile, and Air Monitoring for Abatement.

Note 1 for Material: Cable scrap boxes are designed for cable cut into three (3) foot lengths. This box is capable of handling 1000 pounds of weight, supporting forklift forks or floor jack lifts, moisture resistant, puncture resistant, and designed to be loaded into railroad cars for shipping.

19.7 Rate Element Descriptions for Space Reassignment

- (A) Application Fee - The charge assessed by AT&T-13STATE to process the Wireless Collocator's application for Physical Collocation Arrangements.
- (B) Project Management Fee - Space Reassignment/Restenciling - This fee applies to Space Reassignment request when a "Wireless Collocator Assignee" chooses to assign the rights to a Physical Collocation Arrangement from an "Exiting Wireless Collocator." The charge reflects the AT&T-13STATE's labor costs to project manage the changes/removals and update Central Office inventory/provisioning records, stenciling, floor plans, and DC power records associated with serving the Physical Collocation Arrangement.
- (C) Restencil DS0/DSL Block - The charge to remove/change stenciling on MDF or IDF per one hundred (100) pair blocks.
- (D) Restencil DS1 Block - The charge to remove/change stenciling on DSX1 panel per twenty-eight (28) DS1s.
- (E) Restencil DS3 Block - The charge to remove/change stenciling on DSX3 panel per DS3.
- (F) Restencil Fiber Cable Block - The charge to remove/change stenciling on FDF per twelve (12) pair cable.
- (G) Restencil Fiber Jumper Block - The charge to remove/change stenciling on FDF per four (4) fiber jumpers.
- (H) Restencil Power - The charge to remove/change stenciling on power source and tag power cables per one to four (1-4) fuses.
- (I) Restencil Timing - The charge to remove/change stenciling on timing source and tag timing cables per two (2) cable feeds.
- (J) Timing Record Book Update - The charge to update timing records when changes/removals occur.
- (K) Interconnection Records Update - The charge to update interconnection records when changes/removals occur.
- (L) Power Records Update - The charge to update power records when changes/removals occur.

- (M) Vendor Engineering - The labor costs for AT&T-13STATE Tier 1 Installation/Removal Vendor to write the specifications to perform the restenciling job including travel time and site visit.

19.8 Rate Element Descriptions for Power Reduction (cable removal)

- (A) Application Fee - The charge assessed by the AT&T-13STATE to process the Wireless Collocator's application for Physical Collocation Arrangements.
- (B) Project Management Fee - Power Reduction (cable removal) - Reflects AT&T-13STATE's labor costs to manage the removal of the individual Wireless Collocator's power cable facilities used for or associated with serving the Physical Collocation Arrangement.
- (C) Remove Power Cable - Distribution from AT&T-13STATE BDFB (50 amp A feed and 50 amp B feed and below power arrangements) - Remove four (4) power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from BDFB, and updating documents as required.
- (D) Remove Power Cable - Distribution from AT&T-13STATE Power Board (100 amp A feed and 100 amp B feed and above) - Remove four (4) power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from Power Board, and updating documents as required.

19.9 Rate Element Descriptions for Power Reduction (re-fusing only)

- (A) Application Fee - The charge assessed by AT&T-13STATE to process the Wireless Collocator's application for Physical Collocation Arrangements.
- (B) Project Management Fee - Power Re-Fusing Only at AT&T-13STATE BDFB (50 amp A feed and 50 amp B feed & below power arrangements) - Reflects AT&T-13STATE's labor costs to project manage the change of the power re-fusing change on the Wireless Collocator's power services associated with serving the Physical Collocation Arrangement when power fuses are being reduced at AT&T-13STATE BDFB. This fee is applicable when the Wireless Collocator is coordinating the fuse reduction at AT&T-13STATE BDFB.
- (C) Project Management Fee - Power Re-Fusing Only at AT&T-13STATE Power Board (100 amp A feed and 100 amp B feed and above power arrangements) - Reflects the AT&T-13STATE's labor costs to project manage the change of the individual Wireless Collocator's power services associated with serving the Physical Collocation Arrangement when power fuses are being reduced at AT&T-13STATE Power Board. This fee is applicable when AT&T-13STATE is coordinating the fuse reduction at AT&T-13STATE Power Board.
- (D) Power Fuse Reductions on AT&T-13STATE BDFB (50 amp A feed and 50 amp B feed and below power arrangements) - The charge for AT&T-13STATE to tag cables and update Central Office power records associated with the fuse change on the AT&T-13STATE BDFB per one to four (1-4) fuses. This fee applies when the Wireless Collocator performs the fuse change at the BDFB.
- (E) Power Fuse Reductions on AT&T-13STATE Power Board (100 amp A feed and 100 amp B feed and above power arrangements) - The charge for AT&T-

13STATE to change the fuse at AT&T-13STATE power board, tag cables and update Central Office power records associated with fuse change on AT&T-13STATE Power Board per one to four (1-4) fuses.

19.10 Rate Element Descriptions for Interconnection Termination Reduction

- (A) Application Fee - The charge assessed by AT&T-13STATE to process the Wireless Collocator's application for Physical Collocation Arrangements.
- (B) Project Management Fee - Interconnection Termination Reduction - The charge reflects AT&T-13STATE's labor costs to project manage the removal of the interconnection cabling and update the interconnection block stenciling, Central Office and inventory/provisioning records associated with serving the Physical Collocation Arrangement.
- (C) Remove VF/DS0 Cable - Remove cable sheaths totaling one hundred (100) pairs and each one hundred (100) pair connecting block from the AT&T-13STATE Main Distribution Frame to the Physical Collocation Arrangement.
- (D) Remove DS1 Cable - Remove two (2) sheaths, on transmit and one receive, comprising of a total of twenty-eight (28) DS1 circuits to an existing DSX1 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, blank labels for DSX shelf, 8.5"x11" paper for engineering job order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (E) Remove DS3 Cable (Coax) - Remove two (2) coax cables per DS3 circuit to an existing DSX3 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, fire stop material, blank labels for DSX shelf, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (F) Remove Fiber Cables - Remove fiber cable sheaths (1-216 fibers) on dedicated fiber racking. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, waxed cable cord/twine, gray paint for removing plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (G) Remove Fiber Jumpers - Remove four fiber jumpers from the fiber protection system raceway.

20. **RATES AND CHARGES – AT&T 13STATE PRICING SCHEDULE (See the Collocation Rate Summary)**

21. **CDOW (COLLOCATOR DOES OWN WORK) - COLLOCATOR RESPONSIBILITIES**

- 21.1 The Wireless Collocator may elect to provision the collocation site or the Wireless Collocator may elect to hire AT&T-13STATE to provision the collocation site per previous Sections.
- 21.2 When the Wireless Collocator selects the option to provide, install, and terminate its interconnection and power cabling with an AT&T-13STATE Approved Tier 1 Vendor, the following Sections will apply. However, the terms and conditions within CDOW are

not comprehensive. There are terms and conditions from the preceding Sections of this same Attachment that still apply for CDOW for rate elements that are not specifically addressed within the Collocation Rate Summary.

- 21.3 The Wireless Collocator has the option to provide, install and terminate its interconnection cabling between the Wireless Collocator's Dedicated Space and AT&T-13STATE Main Distribution Frame or its equivalent by AT&T-13STATE Approved Tier 1 Vendor. This option is only available if Wireless Collocator does all three (3) activities associated with interconnection cabling: provide, install and terminate. The Wireless Collocator may not elect to do some but not all the activities. Wireless Collocator must indicate on its Physical Collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If Wireless Collocator selects this option, the Wireless Collocator must also select the option to provide, install and terminate its power cable leads described in Section 21.6.2 below. If Wireless Collocator selects this option, AT&T-13STATE will install and stencil termination blocks or panels at AT&T-13STATE Main Distribution Frame or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to the Wireless Collocator. Intervals and provisioning for this option are found Section 8.2. The Wireless Collocator's AT&T-13STATE Approved Tier 1 Vendor must obtain an approved Job Start Agreement (JSA) and/or Method of Procedure (MOP) from AT&T-13STATE and follow AT&T-13STATE's Technical Publication TP 76300 for installation of equipment and facilities;
- 21.4 The Wireless Collocator has the option to provide, install, and terminate its power cable leads between Wireless Collocator's Dedicated Space and AT&T-13STATE's Battery Distribution Fuse Bay (BDFB) by using an AT&T-13STATE Approved Tier 1 Installation Vendor. When AT&T-13STATE designated power termination point is at the Power Plant Primary Distribution, the Wireless Collocator's AT&T-13STATE Approved Power Installation Vendor will provide and install the power cable leads, but not terminate. The Wireless Collocator must contact AT&T-13STATE Project Manager five (5) business days prior to scheduling a request for the termination of the Wireless Collocator's power cable leads to AT&T-13STATE Power Plant Primary Distribution, which will be performed by AT&T-13STATE. This option is only available if the Wireless Collocator does all three (3) activities associated with the power cable lead unless described otherwise within this Section. The Wireless Collocator may not elect to do some but not all the activities unless otherwise permitted in this Section. If Wireless Collocator selects this option, the Wireless Collocator must also select the option to provide, install and terminate its interconnection cabling described in Section 21.3 above. Intervals and provisioning for this option are found in Section 21.3. The Wireless Collocator's AT&T-13STATE Approved Power Installation Vendor must obtain an approved Job Start Agreement (JSA) and/or Method of Procedures (MOP) from AT&T-13STATE and follow AT&T-13STATE's Technical Publication TP 76300 for installation of equipment and facilities.
- 21.5 Interval (Wireless Collocator Installs Interconnection and Power Cabling)
- 21.5.1 The intervals set forth in this Section apply only when Wireless Collocator installs interconnection and power cabling. AT&T-13STATE will notify Wireless Collocator as to whether its request for space is granted or denied due to a lack of space within ten (10) calendar days from receipt of a Wireless Collocator's accurate and complete Physical Collocation Application. If AT&T-13STATE determines that Wireless Collocator's

Physical Collocation Application is unacceptable, AT&T-13STATE shall advise Wireless Collocator of any deficiencies within this ten (10) calendar day period. AT&T-13STATE shall provide Wireless Collocator with sufficient detail so that Wireless Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Physical Collocation arrangement, Wireless Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Physical Collocation Application will not be considered a deficiency. If these types of changes are requested while application is in queue, the application will be rejected.

- 21.5.2 The delivery interval relates to the period in which AT&T-13STATE shall construct and turnover to the Wireless Collocator's the requested Physical Collocation Space. The delivery interval begins on the date AT&T-13STATE receives an accurate and complete Physical Collocation Application from the Wireless Collocator. The Wireless Collocator must provide AT&T-13STATE, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application) or the delivery interval provided will not commence until such time as AT&T-13STATE has received such response and payment. If the Wireless Collocator has not provided AT&T-13STATE such response and payment by the twelfth (12) calendar day after the date AT&T-13STATE notified Wireless Collocator its request has been granted, the application will be canceled. Dedicated Space is not reserved until AT&T-13STATE's receipt of the confirmatory response in writing from the Wireless Collocator with applicable fees.
- 21.5.3 The delivery interval for Caged or Cageless Physical Collocation is determined by AT&T-13STATE taking into consideration the various factors set forth in Table 1 below including, without limitation, the number of all Physical Collocation Applications submitted by Wireless Collocator, the type of Dedicated Space available for collocation, and the need for additional preparation of the space such as overhead racking, additional power or HVAC.
- 21.5.3.1 The delivery interval assigned will be provided to the Wireless Collocator by AT&T-13STATE with the ten (10) calendar day space notification. Each complete and accurate Physical Collocation Application received by AT&T-13STATE from the Wireless Collocator will be processed in the order received unless the Wireless Collocator provides a priority list, whichever is applicable.

Table 1

Number of All Applications submitted by One Wireless Collocator per state or metering region	Overhead Iron/Racking Exists for Active Collocation Space Use	Overhead Iron/Racking Does Not Exist for Active Collocation Space Use	Additional Power or HVAC is not Required for the assigned Inactive Collocation Space Use	Additional Power or HVAC is Required for the assigned Inactive Collocation Space Use
1 - 10	60 calendar days	80 calendar days	140 calendar days	180 calendar days
11 – 20	65 calendar days	85 calendar days	145 calendar days	185 calendar days

21.5.3.2 Should the Wireless Collocator submit twenty-one (21) or more applications within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above. For example, but not by way of limitation, if a Wireless Collocator submits twelve (12) Caged/Cageless Physical Collocation Applications in a state, the delivery intervals assigned by AT&T-13STATE will depend on which variables apply within each Eligible Structure Physical Collocation is requested.

21.5.3.3 If Applications (1-4) are for Physical Collocation Space where Active Collocation Space is available and overhead iron/racking exists, the delivery intervals assigned will be sixty (60) days. If Applications (5-6) are for Physical Collocation Space and only Inactive Collocation Space exists and additional power or HVAC is not required, the delivery interval assigned will be one hundred forty (140) calendar days. If Applications (7-12) are for Physical Collocation Space where Active Collocation Space is available and overhead iron/racking does not exist, the delivery intervals assigned to Applications (7-10) will be eighty (80) calendar days and for Applications (11-12) will be assigned eighty-five (85) calendar days.

21.5.4 The second fifty percent (50%) payment must be received by AT&T-13STATE prior to the space being turned over to the Wireless Collocator. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Wireless Collocator by AT&T-13STATE.

21.5.5 For the following Augments, the Wireless Collocator must submit a complete and accurate Physical Collocation Application, along with an up-front payment of the Planning Fee and fifty percent (50%) of all applicable non-recurring charges.

- 168 DS1 connections and/or
- 48 DS3 connections and/or
- 400 Copper shielded cable pair connections
- 12 fiber pair connections

- 21.5.5.1 Applications (except requests for Adjacent Structure Collocation) received by AT&T-13STATE from a Wireless Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above intervals. The Caged and Cageless Collocation delivery interval ends when roughed in and the assigned space have been distinctly marked by AT&T-13STATE.
- 21.5.5.2 The delivery interval for the above Augments is determined by AT&T-13STATE taking into consideration the various factors set forth in Table 2 below including, without limitation, the number of all Physical Collocation Applications for the above Augments submitted by Wireless Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead iron/racking and additional power.
- 21.5.5.3 The delivery interval assigned will be provided to the Wireless Collocator by AT&T-13STATE with the ten (10) calendar day Augment notification. Each complete and accurate Physical Collocation Application received by AT&T-13STATE from the Wireless Collocator will be processed in the order received unless the Wireless Collocator provides a priority list, whichever is applicable.

Table 2

Number of All Applications submitted by One Wireless Collocator per state or metering region	Necessary Elements such as Iron/Racking and Power exist for Physical Collocation Use	Necessary Elements such as Iron/Racking and Power does not exist for Physical Collocation Use
1 – 10	30 calendar days	60 calendar days
11- 20	35 calendar days	65 calendar days

- 21.5.5.4 Should the Wireless Collocator submit twenty-one (21) or more Physical Collocation Applications for cabling Augments within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to a Physical Collocation Application for cabling Augments will be treated as a new application and will be subject to the delivery intervals set forth in Table 2 above. All applications received by AT&T-13STATE from a Wireless Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.

For example, but not by way of limitation, if a Wireless Collocator submits twelve (12) Physical Collocation Applications for cabling Augments in a state, the delivery intervals assigned will depend on which variables apply within each Eligible Structure requested:

- If Applications (1-4) are for Physical Collocation cabling Augments where necessary elements such as overhead iron/racking and power exists, the delivery interval assigned will be thirty (30) days. If Applications (5-12) are for Physical Collocation where necessary elements such as overhead iron/racking and power does not exists, the delivery interval assigned to

Applications (5-10) will be sixty (60) calendar days and for Applications (11-12) sixty-five (65) calendar days.

- 21.5.6 For all Augments other than provided above, AT&T-13STATE will work cooperatively with Wireless Collocator to negotiate a mutually agreeable delivery interval.
- 21.5.7 Within twenty (20) calendar days or mutually agreed upon time, from AT&T-13STATE's receipt of the confirmatory response in writing for an initial collocation arrangement to continue construction on the Physical Collocation job requested along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application), Network Support and/or appropriate departments will schedule a walk through visit with the telecommunications carrier and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.
- 21.6 Rates Elements for AT&T-13STATE Central Offices
 - 21.6.1 Caged Collocation
 - 21.6.1.1 When Wireless Collocator constructs its own cage and related equipment, the Wireless Collocator will be subject to the AC Circuit Placement charge, which includes four inch (4") conduit and wiring from the electrical panel to cage as set forth in the Collocation Rate Summary. This is expressed as a non-recurring charge per square foot of floor space requested.
 - 21.6.2 DC Power Arrangement Provisioning
 - 21.6.2.1 When the Wireless Collocator selects the option to provide and install its power cable by a AT&T-13STATE Approved Tier 1 Installation Vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. The Wireless Collocator will not be permitted access to AT&T-13STATE Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution, but AT&T-13STATE Approved Power Installation Vendor will have access. Rates for extension of power cables to the Adjacent On-site structure will not apply when provided and installed by telecommunications carriers AT&T-13STATE Approved Vendor. This is expressed as a monthly rate as specified the Collocation Rate Summary.
 - 21.6.3 Entrance Fiber Optic Cable Arrangement
 - 21.6.3.1 The Wireless Collocator is responsible for bringing its facilities to the entrance manhole(s) designated by AT&T-13STATE, and leaving sufficient length of the cable in the manhole for AT&T-13STATE to fully extend the Wireless Collocator-provided facilities through the cable vault to the Dedicated Space.
 - 21.6.4 DS0 Voice Grade Interconnection Cable Arrangement
 - 21.6.4.1 When the Wireless Collocator selects the option to provide and install its interconnection cabling by an AT&T-13STATE Approved Tier 1 Vendor, the Voice Grade Terminal blocks at the MDF, rack occupancy, and on-going maintenance charges will apply. The Wireless Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.5 DS-1 Interconnection Cable Arrangement to DCS

21.6.5.1 When the Wireless Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the DS-1 Port, rack occupancy, and on-going maintenance charges will apply. The Wireless Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.6 DS-1 Interconnection Cable Arrangement to DSX

21.6.6.1 When the Wireless Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. The Wireless Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.7 DS-3 Interconnection Cable Arrangement to DCS

21.6.7.1 When the Wireless Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the DS-3 Port, rack occupancy, and on-going maintenance charges will apply. The Wireless Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.8 DS-3 Interconnection Cable Arrangement to DSX

21.6.8.1 When the Wireless Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. The Wireless Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.9 Fiber Interconnection Cable Arrangement

21.6.9.1 When the Wireless Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the Fiber terminating panel at the FDF-1 Port, rack occupancy, and on-going maintenance charges will apply. The Wireless Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.10 Collocation to Collocation Connection

21.6.10.1 This rate element includes physical to physical, and physical to virtual connection options.

21.6.10.1.1 Fiber Cable (12 Fiber Pairs)

21.6.10.1.1.1 When the Wireless Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary.

21.6.10.1.2 Copper Cable

21.6.10.1.2.1 When the Wireless Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary.

21.6.10.1.3 Coax Cable

21.6.10.1.3.1 When the Wireless Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the charge for on-going maintenance will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary.

21.6.10.1.4 Cable Racking and Hole

21.6.10.1.4.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two (2) collocation arrangements and the required terminations at each virtual collocation arrangement(s) at an Eligible Structure. This sub-element is expressed as a monthly rate specified in the Collocation Rate Summary.

21.6.10.1.5 Route Design

21.6.10.1.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific in the Collocation Rate Summary.

ATTACHMENT 4D

MICROWAVE ENTRANCE FACILITIES-COLLOCATION

FOR WSP

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1.0 INTRODUCTION

- 1.1 This Attachment sets forth the terms and conditions applicable to AT&T-13STATE and WSP for Microwave Entrance Facility collocation service (also referred to herein as “Microwave Entrance Facilities”). All requirements in the General Terms and Conditions and Attachment Collocation of this Interconnection Agreement also apply to Microwave Entrance Facility Collocation.
- 1.2 WSP’s Microwave Entrance Facilities. A description of WSP’s Microwave Entrance Facilities including all necessary specifications for the placement and operation of such Microwave Entrance Facilities, which may include radio frequency transmitting and receiving equipment, transmission lines, radio frequency transmitting and receiving antennae, supporting structures and other appurtenant and necessary equipment to be placed on the Premises is agreed to by the parties as described in Section 5 of the Microwave Attachment Entrance facilities are dedicated transmission facilities that connect ILEC and WSP locations. Specifically, these locations must be either wire centers or switches.
- 1.3 As used herein, AT&T-13STATE (“AT&T-13STATE”) means the applicable ILEC(s) from the following list:; Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin .
- 1.4 As used herein, WSP means a telecommunications carrier requesting collocation pursuant to section 251(c)(6) of the Telecommunications Act of 1996.
- 1.5 The prices at which AT&T-13STATE agrees to provide WSP with Microwave Entrance Facility will be ICB or NSCR for Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and/or Wisconsin until such time as costs and permanent cost-based rates may be determined by AT&T-13STATE.

2.0 DESCRIPTION

- 2.1 AT&T will permit physical collocation of microwave transmission facilities, except where not practical for technical reasons or because of space limitations, in which case virtual collocation of such facilities is allowed where technically practical and there is sufficient available space. Use of such Microwave Entrance Facility equipment is only available for the purpose of interconnecting to AT&T-13STATE’s network, pursuant to Sec. 251 of the Telecommunication Act of 1996, through use of the WSP’s physical collocation arrangement in AT&T-13STATE’s central office. AT&T-13STATE will permit the collocation and use of microwave equipment necessary for interconnection.

3.0 APPLICATION PROCESS

- 3.1 All requests for Microwave Entrance Facilities will be treated as an initial or new request. WSP must submit an Initial Application along with the Initial Application fees, line of site survey and roof inspection when requesting the placement of Microwave Entrance Facilities equipment at an AT&T-13STATE premises. WSP shall submit an initial physical collocation application

requesting to use Microwave Entrance Facilities for each AT&T-13STATE premises that WSP seeks to use Microwave Entrance Facilities in conjunction with its physical collocation arrangement located in the same AT&T-13STATE premises.

- 3.2 If AT&T-13STATE concludes that Microwave Entrance Facilities are not practical for technical reasons or because of lack of available space for a rooftop or other suitable exterior space at an AT&T-13STATE premises requested by WSP, AT&T-13STATE will provide WSP with a written explanation of such technical or space impracticality according to the Application response interval, or in accordance with an agreed upon interval negotiated by the Parties. AT&T-13STATE's explanation of technical impracticability may include, without limitation, AT&T-13STATE's known business plans to construct an addition or modification to or on the building, which would impact the line of sight required for Microwave Entrance Facilities.]

4.0 METHOD OF PROVISIONING

- 4.1 Except where not practical for technical reasons or because of space limitations at AT&T-13STATE's discretion, the following method for providing space for WSP's microwave transmission entrance facilities will be made available to the WSP. WSP now, or in the future may utilize other FCC licensed frequency bands it is authorized to use to provide the same services as herein described. Where a list of AT&T-13STATE's Tier 1 approved suppliers (Supplier) is available, WSP must select the Supplier(s) to provide the necessary work for the Microwave Collocation arrangement. AT&T shall consider certifying any supplier proposed by WSP if AT&T determines in its sole discretion that it does not already have all the Tier 1 approved suppliers that are needed. When WSP is using an AT&T-13STATE Tier 1 approved vendor, such monitoring and/or supervising will be the minimal required to ensure that all work contracted by WSP will comply with AT&T-13STATE's nondiscriminatory practices and procedures.
- 4.2 Pre-Construction Site Visit to Determine Line of Sight: WSP will submit a Pre-Construction Site Visit Request Form and pay the associated fees that are outlined in the Pre-Construction Site Visit Request Form and Non Disclosure Agreement that goes along with the Pre-Construction Site Visit Request Form. These documents are located on the AT&T CLEC Online website. The purpose of this Pre-Construction Site Visit is for WSP to determine Line of Sight prior to the submission of an application for the AT&T-13STATE premises for which WSP intends to request Microwave Entrance Facility collocation service. The Pre Construction Site Visit Request Form will set forth the name(s) of the AT&T-13STATE premises that WSP wishes to visit for the purpose of determining the potential for placing Microwave Entrance Facilities at this location. The Pre-Construction Site Visit will take place within ten (10) Calendar days of AT&T-13STATE's receipt of WSP's Pre-Construction Site Visit Request Form to determine line of sight document or as soon thereafter as agreed to by the Parties. The Pre-Construction Site Visit will consist of WSP's representative(s) and appropriate mutually agreed AT&T-13STATE personnel visiting an AT&T-13STATE premises for the purpose of WSP determining whether an unobstructed line of sight is technically feasible from the rooftop or other suitable exterior space of the AT&T-13STATE premises. Such Pre-Construction Site Visit(s) will not obligate WSP to request, or AT&T-13STATE to provide, Microwave Entrance Facilities at a particular AT&T-13STATE premises. When WSP submits an application for physical collocation, which includes a request for Microwave Entrance Facilities, AT&T-13STATE will determine the feasibility and technical practicality of installing microwave

equipment for the particular AT&T-13STATE premises requested based on the information provided by WSP in the application submitted to AT&T-13STATE. If any travel expenses are incurred, the WSP will be charged for the time AT&T employees spend traveling and will be based on fifteen minute increments. WSP will be charged for the reasonable costs incurred by AT&T-13STATE for travel, if required, to each Pre-Construction Site Visit requested by WSP according to the terms and conditions on the Pre-Construction Site Visit Request Form. WSP will be responsible for providing the bi-directional un-obstructive line of sight or any other industry standard method to determine the line of site.

- 4.3 Pre-Construction Permitting Review Charge: The Pre-Construction Permitting Review Charge shall equal the sum of the hourly charges for AT&T-13STATE's personnel and/or the AT&T-13STATE's Supplier(s) employed by AT&T-13STATE, whose time is spent reasonably reviewing any permitting materials that will be used by WSP to obtain any necessary permits for the placement of the requested Microwave Entrance Facilities. AT&T-13STATE shall have final approval authority on all proposed conditions or those additional conditions imposed by relevant federal, state, or local jurisdictional authorities. AT&T-13STATE shall have the right to be represented at all hearings in connection with any governmental approvals sought by WSP in regard to the placement of Microwave Entrance Facilities at AT&T-13STATE premises. The fee for AT&T-13STATE or AT&T-13STATE's Suppliers to reasonably review the permitting materials that will be used by WSP to obtain the necessary permits for the placement of Microwave Entrance Facilities which includes without limitation all associated travel costs incurred by AT&T-13STATE, shall be assessed as an ICB charge that will be billed by AT&T-13STATE at the time WSP submits its collocation application requesting Microwave Entrance Facilities.
- 4.4 Structural Analysis. After WSP has completed its Pre-Construction Site Visit to requested AT&T-13STATE premises to determine line of sight, but prior to the submission of an application for physical collocation with Microwave Entrance Facilities, WSP must, at its sole expense, provide a structural analysis to AT&T-13STATE. If WSP, or WSP's AT&T-13STATE Tier 1 approved supplier, has determined that a Pre-Construction Site Visit is necessary to perform the structural analysis, WSP will submit a Pre-Construction Site Visit Request Form to AT&T-13STATE prior to the submission of an application for physical collocation within the AT&T-13STATE premises, indicating the name(s) of the AT&T-13STATE premises that WSP requests it be permitted to visit for the purpose of performing a structural analysis for the potential placement of Microwave Entrance Facilities. This Pre-Construction Site Visit will be scheduled and conducted in accordance with the same procedures that are contained above in Section 4.2 , when WSP requests a Pre-Construction Site Visit to determine line of sight.
- 4.4.1 If WSP's AT&T-13STATE Tier 1 approved supplier is able to perform the structural analysis without visiting the requested AT&T-13STATE premises, no fee for the Pre-Construction Site Visit Request to perform structural analysis will be assessed to WSP by AT&T-13STATE.
- 4.4.2 A copy of the structural analysis must be submitted with the application for physical collocation when Microwave Entrance Facilities are requested, before AT&T-13STATE will process the collocation application for Microwave Entrance Facilities.
- 4.5 Roof Inspection. AT&T-13STATE may require a roof inspection at any AT&T-13STATE Premises where WSP requests Microwave Entrance Facilities in conjunction with a physical

collocation arrangement within the same AT&T-13STATE premises. A roof inspection is inclusive of all aspects of the roof environment, including but not limited to the roof itself, walls, parapets, appurtenances, drainage, conduits, grounds, platforms, and other mechanical devices located thereon and will be conducted at the same time as the initial preconstruction site visit. WSP will bear the cost of the inspection, including any travel costs incurred by AT&T-13STATE, as specified in Section 4.2 above. AT&T-13STATE will use an AT&T-13STATE approved supplier to perform this inspection. At AT&T-13STATE's discretion, AT&T-13STATE's personnel may accompany the AT&T-13STATE approved supplier. AT&T will limit the AT&T employees accompanying the AT&T-13STATE approved supplier to AT&T employees from the local area, unless otherwise mutually agreed upon in advance. The fees associated with the Pre-Construction Site Visit for the roof inspection, must be received by AT&T-13STATE prior to the time WSP submits its Collocation Application for Microwave Entrance Facilities. Such roof inspection shall not obligate AT&T-13STATE to allow Microwave Entrance Facilities at a particular AT&T-13STATE's premises.

- 4.6 In addition, in each instance where a microwave entrance facility is requested by the WSP, a separate, Joint Implementation Agreement (JIA) specifying requirements for each request will be completed and executed by the WSP and AT&T-13STATE within thirty (30) days of receiving an application for Microwave Entrance Facilities. Such JIA will be completed using AT&T's template and will provide for specifics relating to, but not limited to, the responsibilities of AT&T-13STATE and the WSP for the specific microwave entrance facility request and the engineering and construction requirements specific to the placement of the selected microwave equipment and the cabling between such equipment and WSP's existing collocation equipment in the Central Office, as well as any specific requirements needed by either Party as result of the WSP's election for a certain type and/or manufacturer of microwave equipment and the method selected as discussed below. Parties will mutually agree on the JIA before execution. If Parties cannot agree to the requirements specified in the JIA within ninety (90) days, disputes will be handled according to the dispute Resolution language in the underlying Interconnection Agreement ("Agreement"). The Microwave equipment selected by the WSP, must be compliant with Section 5. (AT&T Disagree always required) WSP must provide to AT&T-13STATE a copy of a Structural Analysis Report on an existing or proposed new antenna support structure (tower) which will be used to support WSP's antenna(e) and waveguide attachments. The WSP must provide to AT&T-13STATE for review and approval prior to installation of RF emission devices (antennas) documentation, including a copy of the RF Compliance study, that general population exposure limits met the RF Exposure Guidelines(Open is this the same as RF Compliance Study) specified in OET Bulletin 65 for the location(s) of their proposed antenna installation.
- 4.7 The WSP is responsible for compliance with all FCC and FAA rules applicable to the registration and maintenance of their antenna structures constructed on the ground or on the roof of an AT&T-13STATE building. The WSP must file for an FAA determination, if required, and is responsible for registering the structure with the FCC if required. A valid FCC Tower Registration must be provided to AT&T-13STATE prior to the commencement of any antenna structure construction. The WSP is responsible for any lighting and painting of the structure specified by the FCC and must comply with all applicable rules and regulations. The tower must be inspected and maintained in good condition by the WSP. The WSP is responsible for removing the antenna structure at the end of their contract and must file for a cancellation of the FCC Tower Registration.

- 4.8 The WSP is responsible for providing AT&T-13STATE with a copy of the FCC license for the designated spectrum with their physical collocation application(s). Once the WSP's microwave equipment has been placed, a copy of such license will be posted in an appropriate location. All AT&T-13STATE safety standards shall apply to the microwave entrance facility and associated antenna(e).
- 4.9 AT&T-13STATE Tower/Structure
- 4.9.1 Where space is available and where technically practical, WSP's AT&T-13STATE will provide the WSP with antenna mounting space on the AT&T-13STATE microwave tower or support structure where the WSP's physical collocation arrangement is located, if such tower or support structure exists and has sufficient space. A reasonable, cost-based monthly recurring charge will apply for use of this mounting space. If there is no existing support structure, and space is available and it is technically practical to construct such a structure, the structure shall be constructed at WSP's expense.
- 4.9.1.1 Work performed on behalf of WSP by an AT&T-13STATE Tier 1 approved supplier does not absolve WSP from the overall responsibility for the installation, maintenance, repair and removal of all of its microwave equipment. The WSP is also responsible for the removal of its equipment and returning the property to its original condition within sixty (60) days of termination of use of the microwave entrance facility. If the WSP does not perform the removal and restoration by the end of sixty (60) days, AT&T-13STATE may remove the equipment and restore the property at the WSP's expense on a time and materials basis.
- 4.9.1.1.1 AT&T-13STATE reserves the right to control the roof penetration activity, on a case by case basis.
- 4.9.1.2 If the WSP chooses to personally secure its equipment, it must first submit a proposal and design for AT&T-13STATE's approval.
- 4.9.1.3 Where AT&T-13STATE has provided the WSP a physical collocation arrangement within the eligible structure, the WSP's radio equipment will be located in the WSP's dedicated physical collocation arrangement. AT&T-13STATE will allow physical collocation of the WSP's equipment associated with its Microwave Entrance Facility on an ICB basis until such time as costs and permanent rates based upon those costs may be determined by AT&T-13STATE.
- 4.9.1.4 The WSP is responsible for obtaining all permits and licenses required for the use of microwave equipment, and must furnish the documents to the Collocation Service Center (CSC) at the time they submit their collocation application. AT&T-13STATE must receive all copies of the required permits and license applications or grants pending before the applicable regulatory bodies, before AT&T-13STATE will allow WSP to install their microwave equipment. In the event the required licenses, if applicable, are not obtained by WSP, all work activity must be discontinued and WSP's equipment must be removed from the AT&T-13STATE's property at WSP's expense. Mitigating circumstances will be evaluated on a case by case basis.

5.0 EQUIPMENT

- 5.1 The WSP is responsible for providing a list of all microwave equipment to be installed to AT&T-13STATE with the application to use microwave as the transmission media to connect to a physical collocation arrangement. The microwave equipment selected by WSP must meet NEBS Level 1 specifications and be installed in accordance with TP76300 and TP76400 guidelines. Requests for subsequent microwave equipment installation must be provided by the WSP in the identical manner as all subsequent requests for equipment to be placed in collocation arrangements. All requests for microwave equipment will follow existing Equipment Review process and the WSP will submit an Equipment Review Request Form (ERRF).
- 5.2 WSP retains title to all microwave equipment installed pursuant to this Attachment Microwave.

6.0 LIABILITY

- 6.1 To the extent not previously covered by the applicable interconnection agreements, each Party will be responsible for any and all direct damages resulting from any harm to AT&T-13STATE or other WSP's rooftop equipment or roof environment (as described in section 4.4) which is the direct result of its own activity on the rooftop of the Premises, including WSP's installation, operation, or maintenance or AT&T-13STATE's inspection of the microwave and related equipment on the rooftop of the premises and as set forth in Section 5.1 ("Equipment") of this Attachment, or due to the actions or inaction, willful, or negligent, of the Party's own employees, suppliers, or contractors in connection with activity on the rooftop of the Premises.

7.0 ADDITIONAL TERMS AND CONDITIONS

- 7.1 In addition to other information required by this Attachment, the WSP requesting microwave collocation will provide upon request, the following information before AT&T-13STATE can consider the WSP's application for such collocation:
- 7.1.1 The specific types of equipment the WSP proposes to collocate in and on the CO, including but not limited to equipment discussed in section 4.1 and other sections of this Attachment.
- 7.1.2 A description and diagram of how the WSP proposes to use the microwave collocation arrangement, including the Z location(s) and the equipment proposed to be collocated in and for the provision of service. This information must include whether, and if so how, the arrangement, including the Z location(s) and equipment, will be used in and for interconnection of the WSP's network to the AT&T-13STATE ILEC's network for the transmission and routing of telephone exchange service or exchange access. See also Sections 2.1, 3.1, 4.1, and other sections of this Attachment.
- 7.1.3 Information that enables AT&T-13STATE to confirm that the Z location(s) are part of the WSP's network as opposed to customer location. WSP may provide one of the following: the azimuth and antennae location information, a description of the actual Z location(s) itself, or other mutually agreed upon information.
- 7.1.4 WSP agrees to work cooperatively with AT&T-13STATE to provide clarity concerning any of the information it provides pursuant to Section 9.

8.0 PREMISES

- 8.1 Attachment and Premises. WSP will be required to execute a separate Attachment in the form of Exhibit 1 that identifies the AT&T-13STATE Premises, which is attached hereto and incorporated hereby, and site drawings of the roof which reference the location of the antenna and conduit work associated with the placement of the Microwave Entrance Facility.

9.0 USE OF PREMISES

- 9.1 Use. The Premises, as identified in Exhibit 1 to this Attachment, may be used by WSP for installation, operation, maintenance, repair and removal of Microwave Entrance Facility communications equipment, including radio frequency transmitting and receiving equipment, transmission lines, radio frequency transmitting and receiving antennas and supporting structures and other appurtenant and necessary equipment placed by or on behalf of WSP, and for no other purpose.
- 9.2 RF Compliance. WSP agrees to comply with the Federal Communications (“FCC”) radio frequency (“RF”) exposure rules and requirements for RF exposure to humans (FCC OET 65 - current version). The WSP must provide to AT&T-13STATE for review and approval prior to the installation of RF emission devices (antennas), a copy of a current RF Compliance Study showing that the general population exposure limits specified in FCC OET Bulletin 65 for the location(s) of WSP’s proposed antenna installation(s) are in compliance with the RF exposure rules and requirements. Prior to installation, WSP will be responsible WSP’s Microwave Entrance Facilities, AT&T-13STATE and WSP shall cooperate to determine whether such installation would cause the Property to exceed the FCC radiated power density maximum permissible exposure (“MPE”) limits for workers and the general public. In the event excess radiated power densities occur with the additional use of AT&T-13STATE’s Property by WSP, then WSP shall promptly correct the MPE to appropriate levels and/or implement reasonable measures at the Property, including restricting public access and posting signage and markings, in order for WSP to fulfill its RF exposure obligations, provided AT&T-13STATE agrees to such measures. If WSP fails to comply with this Section AT&T-13STATE, at its sole discretion,, may terminate the Attachment upon written notice
- 9.3 Line of Sight: AT&T-13STATE will manage its rooftop space on a first-come, first-served basis. The Parties acknowledge that Microwave Entrance Facilities require an unobstructed line of sight and WSP is responsible for making an unobstructed line of sight determination for each AT&T-13STATE premises that it requests to install Microwave Entrance Facilities. Unobstructed line of sight will be provided by AT&T-13STATE, where technically practical, but AT&T-13STATE offers no guarantee that unobstructed line of sight is available for the AT&T-13STATE premises requested by WSP. AT&T-13STATE will work cooperatively with WSP in determining a suitable space for WSP’s equipment on the rooftop or other suitable exterior space for the requested AT&T-13STATE premises. If AT&T-13STATE requires a building enhancement or modification that obstructs WSP’s existing line of sight or, placement of additional equipment that has no reasonable alternative placement available other than one that obstructs WSP’s existing line of sight, AT&T-13STATE will work cooperatively with WSP to move the antenna mount or raise the height of the antenna mount.
- 9.3.1 If a third party requests to place Microwave Entrance Facilities equipment on the rooftop that obstructs WSP’s existing line of sight, the third party’s application will be denied unless all

three parties mutually agree to move WSP's existing Microwave Entrance Facilities equipment to allow for a clear line of sight, not to exceed the 20 foot height (6.1 meters) limitation required pursuant to Section 9.3 above. The costs and expenses to move WSP's existing Microwave Entrance Facilities equipment will be borne by the third party requesting permission to place its own Microwave Entrance Facilities equipment.

- 9.4 Structural Modifications: WSP will be responsible for the costs associated with any necessary structural modifications or reinforcements necessary to accommodate WSP's microwave entrance facilities. WSP will also be responsible for the costs associated with resultant lighting and / marking additions or modifications required to meet FAA rules, as defined in AC 70/7460-1K or AC 70/7460-2K, or successor documents. AT&T-13STATE will not be responsible for moving WSP's antenna(e) mount(s), if AT&T-13STATE determines that a vertical building addition is needed due to space exhaust in particular AT&T-13STATE premises. AT&T-13STATE shall notify WSP six (6) months prior to the start of an AT&T-13STATE premises building addition so that WSP can arrange, at its sole expense, for WSP's AT&T-13STATE Tier 1 approved supplier to remove its Microwave Entrance Facilities from the AT&T-13STATE premises. Such notification will include construction drawings of the proposed addition, where available. AT&T-13STATE shall notify WSP six (6) months prior to the start of an AT&T-13STATE premises building addition during WSP's application process.

10.0 PRE-DESIGN MEETING

- 10.1 Unless otherwise agreed to by the Parties, a pre-design meeting (which can be conducted by conference call if the Parties mutually agree) between AT&T-13STATE and WSP will commence within a maximum of thirty (30) calendar days from AT&T-13STATE's receipt of WSP's application for Microwave Entrance Facilities and WSP's payment of the appropriate application fees and any other agreed upon fees. At the Pre-Design meeting, AT&T-13STATE and WSP will agree to the preliminary design of the Microwave Entrance Facilities that will be used in conjunction with WSP's physical collocation space and the equipment configuration requirements, as reflected in the application and affirmed in the collocation application for Microwave Entrance Facilities. After the Parties reach agreement on the preliminary design of the Microwave Entrance Facilities, this design will not be subject to unilateral changes. If subsequent site analysis demonstrates that the preliminary design must be altered, both Parties shall agree to any required changes. The provisioning intervals that will apply to AT&T-13STATE's provisioning of the requested roof space or suitable exterior space for WSP's Microwave Entrance Facilities will be provided to WSP during the pre-design meeting or as soon as possible thereafter. WSP will submit for AT&T-13STATE's review and approval all design work information following the pre-design meeting. At this same pre-design meeting, the Parties will also discuss and agree to the preliminary design of WSP's associated physical collocation space and the equipment configuration requirements for this space, as reflected in the collocation application for Microwave Entrance Facilities.

11.0 SECURITY ACCESS

- 11.1 Where a secured common corridor exists, AT&T-13STATE shall provide WSP access to the roof twenty four (24) hours, seven (7) days per week, subject to AT&T-13STATE's access and security regulations, rules or policies.

- 11.2 WSP shall not access any portion of the building not designated for WSP's use or access. WSP further covenants to exercise all due care so as not to interfere with any operations of AT&T-13STATE or others.
- 11.3 Notwithstanding the above, AT&T-13STATE shall have the right to change the access and security regulations, rules or policies from time to time, as long as WSP is not deprived of physical access. Such changes could include, but not be limited to changing access from being through the common corridor to being through the use of the established escort process.
- 11.3.1 If no common corridor exists to access WSP's Microwave Entrance Facilities, WSP may request escorted access by using the standard Security Escort process that is in the AT&T-13STATE Collocation Attachment.

12.0 ANTENNA PLACEMENT

- 12.1 WSP and AT&T-13STATE will mutually agree to the placement of one (1) microwave antenna support structure with one (1) antenna within its designated rooftop space for it's A location, as set forth in the pre-approved drawings. Up to three (3) additional antennas may be installed on the existing microwave antenna support structure within its designated rooftop space, in conjunction with and consistent with all terms of this Attachment. Each antenna may be used for a single Z location. WSP request to add such additional antennas to its existing microwave antenna support structure within its designated rooftop space will be treated as an augment request. All antennas placed under this agreement shall only be capable of point to point communication and shall not be capable of point to multi-point communication. In the future, WSP may identify and request of AT&T consideration of new or more efficient antenna technologies for use in the microwave link. Such requests will not be unreasonably denied.

13.0 ANTENNA SUPPORT STRUCTURE LIGHTING AND MARKING

- 13.1 For lighting systems the annual charge will be determined by annualizing expected costs using a formula accounting for the mean time between failures of each lighting system component, costs of system component replacements - including a broad-gauge cost estimate for labor. The elements of cost determination will be updated every 3 years.
- 13.2 For marking and/or lighting systems, AT&T-13STATE will periodically assess the condition of marking and/or lighting to ensure that it meets FAA requirements. If AT&T-13STATE reasonably determines that such marking and/or lighting does not meet FAA requirements, it will immediately notify WSP and AT&T-13STATE will restore marking and/or lighting to its required condition and charge WSP for same.
- 13.3 WSP will be responsible for all costs of supplying all power associated with the antenna lighting and marking. This includes infrastructure, and associated monthly charges.

14.0 UTILITY CONNECTIONS

- 14.1 All Microwave Entrance Facility power requirements will be provided through the WSP's collocation arrangement.

15.0 CO-DEVELOPMENT

- 15.1 Notwithstanding any other provision of this Attachment, WSP hereby acknowledges that AT&T-13STATE may have existing Microwave Entrance Facilities of its own, or of other

tenants or WSPs on or at AT&T-13STATE's Property, and/or AT&T-13STATE may from time to time throughout the Attachment term enter into agreements with other Microwave Entrance Facility providers for the installation, operation and maintenance of communications facilities on or at AT&T-13STATE's property. Providers of Microwave Entrance Facilities shall hereinafter be referred to as WSPs. Where applicable and to the extent possible, subject however to WSP's rights of non-interference set forth hereunder, WSP shall cooperate with AT&T-13STATE and all other WSPs so as to reasonably accommodate the needs and requirements of such WSPs with respect to the installation, operation, use and maintenance of their equipment and facilities, and all necessary alterations, modifications and other improvements to AT&T-13STATE's property including utility connections and access. WSP shall use its best efforts to coordinate with AT&T-13STATE and other WSPs when requested with respect to determining the location of the WSP's premises, plans and specifications for installation, seeking permits, utility connections and access and shall make or permit to be made all reasonable adjustments or alterations to its existing facilities or improvements to accommodate the needs of WSPs; provided that WSP shall not incur costs and expenses which are not otherwise reimbursed or for which there is no consideration.

16.0 EQUIPMENT REMOVAL

- 16.1 If, at any time, AT&T-13STATE determines that any of WSP's Microwave Entrance Facilities or equipment; or the installation of WSP's Microwave Entrance Facilities or equipment does not meet the requirements outlined in this Attachment, AT&T will provide written notice of its determination and documentation supporting such determination to WSP. If WSP fails to correct any non-compliance with these standards, fails to demonstrate to AT&T's reasonable satisfaction that the Microwave Entrance Facilities equipment is compliant or fails to file a dispute pursuant to the dispute resolution section of the underlying Agreement within thirty (30) calendar days written notice to AT&T, AT&T-13STATE may have the Microwave Entrance Facilities or equipment removed or the condition corrected at WSP's expense. The removal of WSP's Microwave Entrance Facilities or equipment must be performed by an AT&T-13STATE Tier 1 approved supplier. If WSP no longer needs, or vacates its Microwave Entrance Facilities, WSP will be required to hire AT&T-13STATE's approved supplier to remove WSP's Microwave Entrance Facilities and restore the roof of the AT&T-13STATE premises to its original condition, excluding normal wear and tear, pursuant to terms and conditions of Section 21.

17.0 INTERFERENCE WITH COMMUNICATION

- 17.1 WSP's Microwave Entrance Facilities shall not disturb or interfere with the communications configurations, equipment and frequency that exist on AT&T-13STATE's property on Commencement Date ("Pre-existing Communications") and WSP's Microwave Entrance Facilities shall comply with all noninterference rules of the FCC. WSP shall use best efforts to cause the immediate termination of any interference or disruption to AT&T-13STATE's Pre-existing Communications. If, despite WSP's best efforts, the interference or disruption to AT&T-13STATE's Pre-existing Communications continues and can reasonably be attributed to WSP's operations, then WSP shall immediately cease any and all operations on the Premises until such time as the interference is corrected to AT&T-13STATE's reasonable satisfaction. If WSP cannot permanently correct such interference to AT&T-13STATE's satisfaction within ten (10) calendar days following WSP's receipt of the initial written notice of such interference (or if the cure shall reasonably require a longer period of time), then AT&T-13STATE may thereafter

require WSP to cease its microwave operations at the impacted location. If WSP is required to cease its microwave operations at the impacted location, then upon WSP's request, AT&T will provision, if technically practical, type 2 terrestrial facilities at WSP's expense.

17.2 AT&T-13STATE shall not permit (and shall not permit any third party) the use of any portion of AT&T-13STATE's property in a way which materially or adversely interferes with the rights of WSP hereunder, subject to AT&T-13STATE's superior right to use and operate AT&T-13STATE's property for its benefit. If any such interference occurs, WSP shall notify AT&T-13STATE. Without limiting any of WSP's rights or remedies under this Agreement or applicable Laws, upon receipt of such notice, AT&T-13STATE shall take such reasonable and appropriate action to cause such interference to cease, and if such interference is caused by a third party whose grant of rights is later in time than this Agreement, then AT&T-13STATE must take all necessary steps to remove the interference or terminate that third party grant of rights. AT&T-13STATE and WSP agree to cooperate and use reasonable best efforts to minimize any interference or disruption of either party's operations on AT&T-13STATE's property.

17.3 The WSP is responsible for coordinating the interference testing of the microwave antenna arrangement. The WSP must hire at its sole expense a mutually agreeable communications engineering firm to perform the interference testing. In the event that the WSP's supplier determines that in its opinion AT&T-13STATE is responsible for the interference, the WSP shall contact their AT&T-13STATE representative who will determine the cause of the interference and who is responsible for it. Otherwise, all discrepancies are the sole responsibility of the WSP.

18.0 TAXES

18.1 WSP shall pay prior to delinquency all taxes, charges or other governmental impositions assessed against or levied upon the Equipment, as set fourth in Section 5.1 of this Attachment. Whenever possible, WSP shall cause all such items to be assessed and billed separately from the property of AT&T-13STATE. In the event any such items shall be assessed and billed with the property of AT&T-13STATE, WSP shall pay AT&T-13STATE its share of such taxes, charges or other governmental impositions within thirty (30) days after AT&T-13STATE delivers a statement and a copy of the assessment or other documentation showing the amount of such impositions applicable to WSP's property.

19.0 TERMINATION

19.1 By WSP: This Attachment or any Appendix hereunder may be terminated by WSP without further liability on thirty (30) calendar days prior written notice

- (i) upon a default of any covenant, condition, or term hereof by AT&T-13STATE, which default is not cured within sixty (60) calendar days of receipt of written notice of default;
- (ii) in the event WSP is unable to maintain after making reasonable and diligent efforts, licenses, permits or other approvals necessary for the construction or operation of WSP's Microwave Entrance Facilities;

- (iii) if WSP is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of channels or change in frequencies.

19.2 By AT&T-13STATE: This Attachment may be terminated by AT&T-13STATE without further liability, and/or AT&T-13STATE may elect to deny approval to enter into any new Attachment on thirty (30) calendar days prior written notice:

- (i) upon a default of any covenant, condition, or term hereof (including the terms of this Attachment by WSP, which default is not cured or is undergoing dispute resolution, under the ICA within sixty (60) calendar days of receipt of written notice of default;
- (ii) in the event WSP is unable to maintain after making reasonable and diligent efforts, licenses, permits or other approvals necessary for the construction or operation of WSP's Microwave Entrance Facilities;
- (iii) if WSP is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of channels or change in frequencies;
- (iv) if WSP shall fail to permanently terminate interference as required under Section 18.

20.0 SURRENDER

20.1 Upon the expiration or termination of the applicable Attachment, WSP shall surrender the Premises to AT&T-13STATE in its original condition and in good order and repair, less ordinary wear and tear. WSP shall repair at its expense any and all damages caused by removal of WSP's Microwave Entrance Facilities, or by the use, operation or placement of its Microwave Entrance Facilities, including the antenna support structure on the Premises to AT&T-13STATE's reasonable satisfaction. In the event WSP fails to remove its Microwave Entrance Facilities equipment, including the antenna support structure, AT&T-13STATE shall have the right to retain such Microwave Entrance Facilities equipment, including the antenna support structure and all rights of WSP with respect to it shall cease. WSP shall be liable to AT&T-13STATE for all costs of removal, restoration of the Premises, and the costs of storage, transportation, sale or other disposition of such Facilities incurred by AT&T-13STATE.

21.0 DESTRUCTION OF PREMISES

21.1 If the Premises or AT&T-13STATE's Property is destroyed or damaged so as in WSP's judgment to hinder its effective use of the Premises, WSP may elect to terminate its microwave collocation at the impacted Property as of the date of the damage or destruction by so notifying AT&T-13STATE no more than thirty (30) calendar days following the date of damage or destruction. In such event, all rights and obligations of the parties which do not survive the termination of the applicable microwave collocation shall cease as of the date of the damage or destruction.

22.0 CONDEMNATION

- 22.1 If a condemning authority takes all of AT&T-13STATE's Property, or a portion, which in WSP's opinion is sufficient to render the Premises unsuitable for WSP's use then the applicable microwave collocation shall terminate as of the date when possession is delivered to the condemning authority. In any condemnation proceeding, since WSP has no property interest in AT&T-13STATE's Property, WSP shall not be entitled to make a claim against the condemning authority or AT&T-13STATE for just compensation for any property interest or bonus value of this Attachment. However, WSP may make a separate claim against the condemning authority for compensation of WSP's Microwave Entrance Facilities and relocation expenses. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain, shall be treated as a taking by a condemning author

23.0 MISCELLANEOUS

- 23.1 Severability. If any provision of this Attachment is invalid or unenforceable with respect to any party the remainder of this Attachment or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Attachment shall be valid and enforceable to the fullest extent permitted by law.
- 23.2 No Offer. Under no circumstances shall delivery of this Attachment be deemed to create an option or reservation for the benefit of WSP unless and until this Attachment has been duly executed by AT&T-13STATE. This Attachment shall become effective and binding only upon full execution by both parties hereto and delivery of a signed copy to WSP. AT&T-13STATE reserves the right to reject this Attachment any time prior to delivery of a fully executed copy of this Attachment to WSP. No act or omission of any agent or employee of AT&T-13STATE or AT&T-13STATE's broker or managing agent shall alter, change or modify any of the provisions of this paragraph.

24.0 WSP CONTRACTS FOR DESIGN AND CONSTRUCTION DRAWINGS AND CONSTRUCTION DIRECTLY WITH THE AT&T-13STATE APPROVED SUPPLIER

- 24.1 WSP shall provide AT&T-13STATE with WSP's proposed design and construction Appendix and the AT&T-13STATE's Supplier they have agreed to use.
- 24.2 WSP shall provide AT&T-13STATE the Site Plan prepared by an AT&T-13STATE's Supplier for AT&T-13STATE's approval, which will not be unreasonably withheld.
- 24.3 Upon AT&T-13STATE's approval of the Site Plan, WSP shall have an AT&T-13STATE's Supplier prepare the construction drawings for AT&T-13STATE's approval, which will not be unreasonably withheld.
- 24.4 Upon approval by AT&T-13STATE, WSP may commence construction of its Microwave Entrance Facilities, provided WSP provides AT&T-13STATE with a copy of the building permit.
- 24.5 Change Orders. Any changes requested by AT&T-13STATE, WSP, Contractor or Supplier shall be subject to the following provisions:

- (i) No material changes to the approved Construction Drawings, Estimate, or Work Appendix shall be made without the prior written approval of the AT&T-13STATE and WSP, which approval shall not be unreasonably withheld, conditioned or delayed;
- (ii) Any request for a material change shall be accompanied by AT&T-13STATE or WSP's estimate of any increase or decrease to the approved Estimate, or changes to the approved Work Appendix;
- (iii) Changes to any Construction Drawings shall be in writing and shall be signed by both the AT&T-13STATE and WSP prior to implementation of the change;
- (iv) As soon as reasonably possible after receipt of a written change request from either party, the AT&T- 22STATE or WSP who receives a request to make a change shall have up to five (5) Calendar days to approve or disapprove of the request. If such party fails to respond within the five (5) Calendar day period, the request and associated amended Estimate shall be deemed approved;

- 24.6 Reimbursement to AT&T-13STATE for AT&T-13STATE Employees and AT&T-13STATE Suppliers Time. WSP shall pay AT&T-13STATE a reimbursement charge. This charge shall equal the sum of the hourly charges for the AT&T-13STATE Supplier(s) employed by AT&T-13STATE and AT&T-13STATE employees (a) to review WSP's Site Plans and Construction Drawings for the Microwave Entrance Facilities, (b) to review WSP's permitting materials to obtain the necessary permits for the operation of WSP's Microwave Entrance Facilities and (c) if WSP directs and performs the work, to supervise WSP's approved suppliers and contractors during construction. These costs include, but are not limited to, reasonable associated travel costs incurred by AT&T-13STATE Suppliers and employed by AT&T-13STATE, employees.
- 24.7 The estimated amount shall be invoiced to WSP at the time the Work Appendix is provided to WSP and fifty percent (50%) payment by WSP shall be due within thirty (30) days. The second fifty percent (50%) payment shall be due prior to job construction. AT&T-13STATE shall seek pre-approval from WSP via written notice for an increase in its good-faith estimate. WSP shall have 30 days to either accept the new estimate or to inform AT&T that it wishes to cancel its application. WSP shall be responsible for payment of all pre-approved costs incurred by AT&T-13STATE up to the point when the cancellation is received.
- 24.8 Supervision of WSP's Supplier. The charge for supervision of WSP's supplier shall equal the sum of the hourly charges of any AT&T-13STATE employees or AT&T-13STATE Suppliers that are employed by AT&T-13STATE to reasonably monitor the microwave antenna support structure design and installation performed by WSP's Supplier, if AT&T-13STATE, at AT&T-13STATE's discretion, determines that such supervision is necessary. The fee for supervision by an AT&T-13STATE employee or AT&T-13STATE Supplier employed by AT&T-13STATE shall be assessed as an ICB charge and billed by AT&T-13STATE as soon as reasonably possible following the charges being incurred.
- 24.9 Bonding and Grounding. WSP's AT&T-13STATE approved Supplier will be responsible for provisioning the grounding and bonding of WSP's Microwave Entrance Facilities and any additional rooftop grounding necessary to protect AT&T-13STATE's equipment or other occupants' equipment located in the AT&T-13STATE premises. Collocated Microwave Entrance Facility equipment must comply with extraordinary bonding and grounding

requirements, pursuant to AT&T-13STATE's technical publications, specifically TP76200 and TP76300. These requirements may necessitate the utilization of additional interior central office floor space to accommodate the requested arrangement beyond what would normally be required to accommodate an equal quantity of telecommunications equipment racks that would not be subject to these bonding and grounding requirements. When bonding and grounding requirements necessitate the utilization of floor space in excess of the requested physical collocation space, floor space charges will be based upon the additional amount of floor space required to accommodate the requested collocated equipment arrangement.

- 24.10 Special Security Construction. If AT&T-13STATE reasonably determines that new secured access to the Microwave Entrance Facilities is necessary and WSP prefers to obtain such secured access rather than use escorts, the costs associated with the construction of such access shall be assessed as an ICB charge with fifty percent (50%) of the estimated charges billed by AT&T-13STATE at the time WSP submits its collocation application requesting Microwave Entrance Facilities, with the final 50% of the estimated charges paid prior to job completion.

25.0 TITLE TO FACILITIES AND IMPROVEMENTS

- 25.1 Title to WSP's Microwave Entrance Facilities and outdoor and indoor radio units, cabling, grounding equipment, antennas, masts, sled mounts and conduit (with the exception of external grounding equipment) shall remain with the WSP as the property of WSP and shall not become fixtures to AT&T-13STATE's Property.
- 25.2 Equipment Safety Requirements. WSP's Microwave Entrance Facilities and outdoor and indoor radio units, cabling, grounding equipment, antennas, masts, sled mounts and conduit must comply with all industry safety codes and the following specific safety requirements as they are at the time of execution of this Attachment and as they may change from time-to-time:
- 25.2.1 Telcordia Network Equipment Building System (NEBS) Requirements, Criteria Level 1, as outlined in Telcordia Special Report SR-3580, Issue 1
- 25.2.2 FCC OET Bulletin 65, dated 08/97
- 25.2.3 AT&T-13STATE Engineering and Installation Standards
- 25.2.4 American National Standards Institute:
- 25.2.5 Telecommunications – Electrical Protection of Communications Towers and Associated Structures ANSI T1.334-2002
- 25.2.5.1 Telecommunications – Electrical Protection of Telecommunications Central Offices and similar Type Facilities, ANSI T1.313-2003
- 25.2.6 All federal, state, and local codes for the specific area. For example, national building codes such as the Uniform Building Code (UBC), Building Officials and Code Administration (BOCA), and the Southern Building Code Congress International (SBCCI), when adopted by the local municipality as the code of record for that area.

26.0 CLOSEOUT

- 26.1 WSP shall provide AT&T-13STATE, at no cost to AT&T-13STATE, with record drawings ("Record Drawings") ninety (90) calendar days after the substantial completion of the Work at the site. The Record Drawings shall be prepared based on as-built drawings provided to the

WSP or its agents by the Supplier. WSP shall provide AT&T-13STATE the Record Drawings in the following formats:

- 26.1.1 One set saved in AutoCAD 2000i on CD-ROM.
- 26.1.2 Three sets of full size blueprints or bond prints.
- 26.1.3 Two sets of half size bond prints.
- 26.1.4 **NOTE:** If WSP fails to provide complete as built Record Drawings within the 90 calendar day interval, AT&T will provide WSP fifteen (15) calendar days' written notice that failure to provide such Record Drawings is grounds for termination pursuant to Section 21.2(i) of this Appendix. Such failure shall be deemed a breach of the Appendix, and AT&T-13STATE will have the option of terminating the microwave collocation application. All costs incurred to be paid by WSP or to enter a contract with an approved supplier to create the required drawings and all charges will be billed to the WSP. AT&T will contact the WSP before the application is terminated.

27.0 COOPERATION

- 27.1 AT&T-13STATE and WSP each shall cooperate with the Contractors and Suppliers in the completion and performance of the Work.

28.0 WALKTHROUGH

- 28.1 Within five (5) Calendar days following substantial completion of the Work, AT&T-13STATE and WSP shall conduct a walkthrough of the Premises, including testing of the WSP's Microwave Entrance Facilities, and shall jointly complete a list of outstanding items needing additional work, adjustment or correction. AT&T-13STATE or WSP, depending on who contracts for the design and construction drawings and construction, shall cause the Contractors and Suppliers, as appropriate, to complete all outstanding items within ten (10) calendar days following the walkthrough, or agreed upon timeline by both parties. Once the Contractors and Suppliers, as the case may be, have given notice of the completion of the outstanding items, AT&T-13STATE and WSP shall conduct another walkthrough and testing of WSP's Microwave Entrance Facilities to determine if the list of outstanding items have been completed.

29.0 SUBSEQUENT ALTERATIONS

- 29.1 Any alterations, or modifications to the agreed upon Microwave Entrance Facilities arrangement shall be subject to the terms and conditions set forth in this Attachment.

EXHIBIT I**DESCRIPTION OF PREMISES**

The Premises consist of those specific areas described/shown below where WSP's Microwave Entrance Facilities communications antennae and equipment occupy AT&T-13STATE's property. The Premises and the associated utility connections and access, including rights of ingress, egress, dimensions, and locations as described/shown below, are approximate only and may be adjusted or changed by AT&T-13STATE, after consulting WSP, at the time of construction to reasonably accommodate sound engineering criteria and the physical features of AT&T-13STATE's property.

ATTACHMENT 5

ACCESS TO NUMBERS AND NUMBER PORTABILITY

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ACCESS TO NUMBERS AND NUMBER PORTABILITY

1. NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS

All the negotiated rates, terms and conditions set forth in this Attachment pertain to the provisioning of local number portability.

- 1.1 During the term of this Agreement, Sprint and AT&T shall contact the North American Numbering Plan Administrator (NANPA) as designated by the FCC for the assignment of numbering resources in accordance with the then current Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines.
- 1.2 For the purposes of the resale of AT&T's telecommunications services by Sprint, AT&T will provide Sprint with on line access to telephone numbers for reservation on a first come, first served basis. AT&T's reservation of telephone number practices shall be in accordance with the appropriate FCC rules and regulations. Sprint acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances AT&T may request that Sprint cancel sufficient reservations of numbers to alleviate the shortage. Sprint shall make reasonable effort to comply with such request.
- 1.3. Intentionally Left Blank
- 1.4 AT&T and Sprint shall offer number portability to customers for any portion of an existing block of DID numbers without being required to port the entire block of numbers. AT&T and Sprint shall permit end users that port a portion of DID numbers to retain DID service on the remaining portion of numbers. Porting a portion of a range of DID numbers can be provided by AT&T pursuant to the appropriate AT&T state tariff.
- 1.5 AT&T will port numbers that are denied or are currently on suspend. AT&T will not require payment of the account prior to porting. AT&T will port reserved numbers that the end user is currently paying to reserve. Portable reserved numbers appear on the end user's customer service record.

2. PERMANENT NUMBER PORTABILITY

- 2.1 The FCC, the Commissions, and industry forums have developed and AT&T is implementing a permanent approach to providing service provider number portability. Both Parties will implement a permanent approach as developed and approved by the Commission, the FCC and industry forums. Consistent with the requirements to move to Permanent Number Portability (PNP) as set forth in Section 5 of this Attachment, Interim Number Portability (INP) may be available only until such permanent solution is implemented in an end office.
- 2.2 End User Line Charge. Recovery of charges associated with implementing PNP through a monthly charge assessed to end users has been authorized by the FCC. This end user line

charge will be as filed in the applicable AT&T Tariff and will be billed to Sprint where Sprint is a subscriber to local switching or where Sprint is a reseller of AT&T telecommunications services. This charge will not be discounted.

- 2.3 LERG Reassignment: Portability for an entire NXX code of numbers shall be provided, when mutually agreed, by utilizing reassignment of the entire NXX code to the porting Party through a reassignment in the Local Exchange Routing Guide (“LERG”). Updates to translations in the donor Party’s switching offices from which the NXX code is reassigned will be made by the donor Party by the date on which national LERG changes become effective.

3. INTERIM NUMBER PORTABILITY

- 3.1 Definition. Until the industry-wide permanent solution is implemented in an end office, AT&T shall provide Interim Number Portability (“INP”). INP is an interim service arrangement whereby an end user who switches subscription of his local exchange service from AT&T to Sprint, or vice versa, is permitted to retain the use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same rate center of his existing number.
- 3.2 Methods of Providing Number Portability. INP is available through either remote call forwarding or direct inward dialing trunks, at the election of Sprint. Remote call forwarding (RCF) is an existing switch-based AT&T service that redirects calls within the telephone network. Direct inward dialing trunks (DID) allow calls to be routed over a dedicated facility to the Sprint switch that serves the subscriber.
- 3.3 Signaling Requirements. SS7 Signaling is required for the provision of INP services. INP-DID is available from AT&T on a per DS0, DS1, or DS3 basis. Where INP-DID is technically feasible and is provided on a DS1 or a DS3 basis, the applicable channelization rates are those specified in the applicable AT&T Tariffs, incorporated herein by this reference. INP is available only for basic local exchange service.
- 3.4 Intentionally Left Blank

4. INP IMPLEMENTATION

- 4.1 INP is available only where a CLEC or AT&T is currently providing, or will begin providing concurrent with provision of INP, basic local exchange service to the affected end user. INP for a particular telephone number is available only from the central office originally providing local exchange service to the end user. INP for a particular assigned telephone number will be disconnected when any end user, Commission, AT&T, or Sprint initiated activity (e.g., a change in exchange boundaries) would normally result in a telephone number change had the end user retained his local exchange service with the donor Party.
- 4.2 INP-RCF, as contemplated by this Agreement, is a telecommunications service whereby a call dialed to an INP-RCF equipped telephone number is automatically forwarded to an

assigned seven- or ten- digit telephone number within the local calling area as defined in the appropriate AT&T state tariff. The forwarded-to number shall be specified by Sprint or AT&T, as appropriate. The forwarding Party will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. Identification of the originating telephone number to the INP-RCF end user cannot be guaranteed, however. INP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving Party's specified forwarded-to number. Each Party may order up to the maximum amount of additional paths capable on a particular switch type to handle multiple simultaneous calls to the same ported telephone number.

4.3 INP-DID service, as contemplated by this Agreement, provides trunk side access to end office switches for direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party's switching equipment and must be provided on all trunks in a group arranged for inward service. A INP-DID trunk termination charge, provided with SS7 Signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in AT&T's applicable Tariff, as said tariff is amended from time to time. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the Point of Interface ("POI") using the V&H coordinate method. INP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for INP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. INP-DID will be provided only where such facilities are available and where the switching equipment of the ordering Party is properly equipped. Where INP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer-dialed sent-paid calls will be completed to the first number of a INP-DID number group ; however, there are no restrictions on calls completed to other numbers of a INP-DID number group. Interface group arrangements provided for terminating the switched transport at the Party's terminal location are as set forth in AT&T's applicable Tariff.

4.4 The calling party shall be responsible for payment of the applicable charges for sent- paid calls to the INP number. For collect, third-party, or other operator-assisted non-sent paid calls to the ported telephone number, AT&T or Sprint shall be responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either Party may request that the other block collect and third party non-sent paid calls to the INP-assigned telephone number. If a Party does not request blocking, the other Party will provide itemized local usage detail for the billing of non-sent paid calls on the monthly bill of usage charges provided at the individual end user account level. The detail will include itemization of all billable usage. Each Party shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMR standards, for exchange of billing data. Files of usage data will be created daily for the optional service.

Usage originated and recorded in the sending AT&T RAO will be provided in unrated or rated format, depending on processing system. Sprint usage originated elsewhere and delivered via CMDS to the sending AT&T RAO shall be provided in rated format.

- 4.5 Each Party shall be responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of INP services. Each Party shall be responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting INP ported traffic. Each Party shall be responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and shall be required to provide sufficient terminating facilities and services at the terminating end of an INP call to adequately handle all traffic to that location and shall be solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other Party or any of its end users. In the event that either Party determines in its reasonable judgment that the other Party will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that Party may either refuse to provide INP service or may terminate INP service to the other Party after providing appropriate notice.
- 4.6 Each Party shall permit the other Party to order all intercept announcements, and specify the particular announcement from the standard set of intercept announcement options. The intercept announcement shall be on a per telephone number basis for telephone numbers which the porting Party has ported from the donor Party and for which INP measures have, at that porting Party's direction, been terminated.
- 4.7 Each Party shall be the other Party's single point of contact for all repair calls on behalf of each Party's end user. Each Party must obtain authorization from the other Party before contacting the other Party's customers for maintenance purposes.
- 4.8 Neither Party shall be responsible for adverse effects on any service, facility or equipment from the use of INP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over INP facilities. Each Party shall meet or exceed the minimum transmission quality standards for its respective network as may be established by the Commission. Each Party shall promptly notify the other of any necessary change in protection criteria or in any of the facilities, operation, or procedures that could render any facilities provided by the other Party obsolete or cause necessary modification of the other Party's equipment.
- 4.9 For terminating IXC traffic ported to either Party which requires use of either Party's tandem switching, the tandem provider will bill the IXC tandem switching and a portion of the transport, and the other Party will bill the IXC local switching, the interconnection charge, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other Party to bill the IXC directly for terminating access to ported numbers, then the tandem provider will bill the IXC full terminating switched access charges at the tandem provider's rate and will compensate the other Party at the tandem Party's tariff rates via a process mutually agreed to by the Parties.

If an intraLATA toll call is delivered, the delivering Party will pay terminating access rates to the other Party. This subsection does not apply in cases where INP-DID is utilized for number portability.

5. **CONVERSION FROM INP TO PNP**

Once a long-term database method of providing Local Number Portability (PNP) is implemented in an end office, with advance written notice, neither Party shall provide new number portability arrangements in that end office using interim number portability (INP). The official notice advising an end office is now PNP compatible will be as posted in the LERG 45 days in advance of the ready to port date of that office. Advance notice of PNP implementation for all AT&T end offices is also posted on the Interconnection web site. The LERG posting for PNP eligibility date will begin the transition from INP to PNP for all INP services. The transition from existing INP arrangements to PNP shall occur within one hundred twenty (120) days from the date PNP is implemented in the end office or as mutually agreed to by both Parties during the transition period. AT&T will provision Local Service Requests for INP with due dates contained prior to the end office implementation date. Requests for INP with due dates on or after the PNP implementation date will be returned to the requesting Party for subsequent submission as PNP. Neither Party shall charge the other Party for conversion from INP to PNP. The Parties shall comply with any INP/PNP transition processes established by the FCC and State Commissions and appropriate industry number portability work groups. AT&T and Sprint will work cooperatively in the submission of transition orders to ensure that end user outage during the conversion is minimal. Ordering guidelines for PNP can be found on the AT&T CLEC Online website.

Notwithstanding the foregoing, the Parties acknowledge that the FCC has determined once PNP has been deployed pursuant to the FCC's orders, rules and regulations, that all local exchange carriers (LECs) have the duty to provide PNP. Therefore, either Party, at any time, may seek appropriate legal or regulatory relief concerning the transition from INP to PNP or other related issues.

5.1 Conversion Policy

5.1.1 AT&T implemented the conversion of Interim Number Portability (INP) to Local Number Portability (PNP) as follows:

- The conversion of INP numbers to PNP is handled as a project and as such will be coordinated by a AT&T project manager to ensure timely conversion of all INP to PNP accounts.
- All INP numbers in PNP capable switches will be converted to PNP within 120 days after the office is PNP capable.
- AT&T will continue to offer INP until the completion date of PNP for the wire center.

5.2 Conversion Schedule

The schedule to implement PNP in the AT&T region is as mandated by the FCC may be viewed by accessing the AT&T CLEC Online website. The notification also outlines the conversion schedule for all of AT&T's switches.

5.3 Specific Conversion activities

When Sprint has INP accounts, the AT&T Account Team will contact Sprint to negotiate a conversion schedule.

During the 120 day conversion period for each MSA, the Local Service Center (LSC) will provide special handling for the requests to convert INP to PNP. These requests will be logged by a project manager and project managed to ensure end user service outage is minimal. Unless listing changes are requested, Sprint may use a specially designed form provided by the project manager or account team in lieu of the Local Service Request (LSR), End User (EU), and Number Portability (NP) forms. If changes are to be made to the INP account, the LSR should follow the normal process flow for ordering instead of the INP to PNP conversion plan.

5.4 FOC

During the conversion period, if Sprint uses the request form in lieu of the LSR, the form will include provisions for providing a manual FOC. If the request is submitted electronically, AT&T shall send to Sprint an electronic FOC.

5.5 Routing of Calls to the LRN

Trigger orders are not used for INP telephone numbers. Once the activate message is sent to the Number Portability Administration Center (NPAC) by the new service provider, (with exception of the end user's serving wire center) incoming calls are routed to the new provider. Calls from within the end user's servicing wire center will not route to the new Local Routing Number (LRN) until the porting D order processes. AT&T's obligation in meeting timelines for processing the disconnect order will be as specified in Attachment 9, incorporated herein by this reference.

6. PERMANENT NUMBER SOLUTION

6.1 The FCC, the Commissions and industry forums have developed a permanent approach to providing service provider number portability and AT&T is working to implement PNP. Both Parties agree to implement a permanent approach as developed and approved by the Commission, the FCC and industry forums. Consistent with the requirements to move to PNP, INP is available pursuant to this attachment.

6.2 AT&T and Sprint will adhere to the process flows and cutover guidelines outlined in the "LNP Reference Guide", unless otherwise provided in this Agreement, which may be found on the AT&T CLEC Online website.

6.2.1 AT&T and Sprint will work cooperatively to implement changes to PNP process flows ordered by the FCC or as recommended by standard industry forums addressing PNP.

- 6.2.2 Both Parties shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. AT&T will set LRN unconditional or 10-digit triggers where applicable, which should ensure no interruption to the end user. Where triggers are set, AT&T removes the ported number at the same time the trigger is removed.
- 6.2.3 For porting of numbers 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.
- 6.2.4 AT&T will provide ordering support for Sprint's PNP requests Monday through Friday 8:00 AM until 8:00 PM EST. AT&T normal hours of operation for provisioning support are defined in Attachment 6. Ordering and provisioning support required by Sprint outside of these hours will be considered outside of normal business hours and will be subject to overtime billing. For stand alone PNP where LRN unconditional or 10-digit triggers are set, Sprint may port numbers during times that are supported by the Number Portability Administration Center (NPAC) 24 hours a day 7 days a week. AT&T will provide maintenance assistance to Sprint 24 hours a day 7 days a week to resolve issues arising from the porting of numbers for problems isolated to the AT&T network. In the event of manual intervention, both Parties will work cooperatively to resolve issues within each Party's network. AT&T shall provide as soon as possible, but not later than sixty (60) minutes from receipt of the report from Sprint, an estimated restoral time to correct problems isolated to AT&T's network. AT&T and Sprint will cooperate to provide periodic updates to each other with the status of events that might impact the estimated restoral time.
- 6.2.5 Performance Measurements for AT&T providing PNP are located in Attachment 9 to this Agreement, incorporated herein by this reference.
- 6.3 AT&T will use best efforts to update switch translations, where necessary, in time frames that are consistent with the time frames AT&T's end users experience or as offered to other CLECs.
- 6.4 Sprint may request deployment of PNP according to and pursuant to the rules and regulations set forth in 47 CFR § 52.23.

7. CUT-OVER PROCESS

- 7.1 AT&T and Sprint shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber.
- 7.1.1 For a coordinated conversion; i.e., stand alone INP, INP and PNP with loop and those services which require project coordination as defined in the AT&T LNP procedures or as provided for in this agreement, AT&T shall verbally coordinate the disconnect with Sprint and perform any switch translations so as to limit end user service outage. AT&T and Sprint will mutually agree upon a cutover time prior to the actual conversion. Sprint may designate the conversion time when the conversion involves a loop with INP or LNP by ordering time specific conversion at rates designated in this agreement. Both parties will use best efforts to ensure mutually agreed to conversion times, as identified in this paragraph,

will commence within 15 minutes of the agreed time.

7.2 Testing

AT&T and Sprint shall cooperate to ensure network reliability is maintained when porting numbers so as to limit service outage for their end users. AT&T and Sprint will perform on a mutually agreeable basis any testing which may be required to isolate and repair service problems within their respective networks. Each party will notify the other of changes to the network or changes to processes which may impact end user service at time frames which are consistent to AT&T and Sprint's internal notification processes.

7.3 Installation Timeframes

7.3.1 Installation time frames for INP and LNP will be as outlined in the AT&T Products and Services Interval guide located on the AT&T CLEC Online website or as provided in Section 9, Performance Measurement.

7.4 Engineering and Maintenance

AT&T and Sprint will cooperate to ensure that performance of trunking and signaling capacity is engineered and managed at levels which are in accordance with any FCC or State Commission requirement.

7.5 Operator Services and Directory Assistance

With respect to operator services and directory assistance associated with INP for Sprint subscribers, AT&T shall provide the following:

7.5.1 While INP is deployed:

7.5.1.1 AT&T shall allow Sprint to order provisioning of Telephone Line Number (TLN) calling cards and Billed Number Screening (BNS), in its LIDB, for ported numbers, as specified by Sprint. AT&T shall continue to allow Sprint access to its LIDB. Other LIDB provisions are specified in this Agreement.

7.5.1.2 Where AT&T has control of directory listings for NXX codes containing ported numbers, AT&T shall maintain entries for ported numbers as specified by Sprint.

7.5.2 AT&T shall provide a 10-Digit Global Title Translation (GTT) Node for routing queries for TCAP-based operator services (e.g., LIDB).

7.5.3 AT&T OSS shall meet all requirements specified in "Generic Operator Services Switching Requirements for Number Portability," Issue 1.00, Final Draft, April 12, 1996. Editor - Nortel.

8. INTENTIONALLY LEFT BLANK

9. OPERATIONAL SUPPORT SYSTEM (OSS) RATES

AT&T has developed and made available mechanized systems by which Sprint may submit LSRs electronically. Such systems are specified in Attachment 6-OSS.

ATTACHMENT 6

ORDERING AND PROVISIONING

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ORDERING AND PROVISIONING

This Attachment 6 is subject to the General Terms and Conditions of this Agreement.

1. QUALITY OF ORDERING AND PROVISIONING

- 1.1 AT&T shall provide ordering and provisioning services to Sprint CLEC that are equal to the ordering and provisioning services AT&T provides to itself, its affiliates or any other CLEC. Detailed guidelines for ordering, pre-ordering, and provisioning are set forth in the Local Service Order Requirements (LSOR) and the Local Service Pre-Ordering Requirements (LSPOR) and are readily accessible at AT&T CLEC Online website, as appropriate, and as they are amended from time to time during this Agreement. AT&T will provide notification to Sprint CLEC regarding amendments to the guidelines so that Sprint CLEC and AT&T operations remain production ready.
- 1.2 AT&T will perform provisioning services during the hours of operation that AT&T uses for its affiliates or end users. Such hours are provided in the reference documents located on the AT&T CLEC Online website:
- 1.3 AT&T will accept and process manual orders during the hours of operation that AT&T uses for its affiliates or end users. Such hours are provided in the reference documents located on the AT&T CLEC Online website.
- 1.4 AT&T shall provide Sprint CLEC with the capability to have Sprint CLEC's customer orders input to and accepted by AT&T's service order systems outside of normal business hours, twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance, the same as AT&T's customer orders received outside of normal business orders are input and accepted.
- 1.5 Downtime shall not be scheduled during normal business hours and shall occur during times where systems experience minimum usage.
- 1.6 AT&T shall provide provisioning services to Sprint CLEC equal to the provisioning services AT&T provides to itself during normal business hours. AT&T shall make no differentiation between Sprint CLEC and AT&T orders in terms of the priority and scheduling of such work. If Sprint CLEC requests that AT&T perform provisioning services at times or on days other than as set forth on the AT&T CLEC Online website, AT&T and Sprint CLEC shall mutually negotiate such provisioning including time interval and cost. All such Sprint CLEC requests for provisioning and installation services outside of the normal hours of operation may be subject to the application of overtime billing charges.

2. ACCESS TO OPERATIONAL SUPPORT SYSTEMS

- 2.1 As described in Attachment OSS that is incorporated herein, AT&T shall provide Sprint CLEC access to several operational support systems. Access to these support systems is

available through a variety of means, including electronic interfaces. AT&T also provides the option of placing orders manually (e.g., via facsimile) through the Local Service Center.

- 2.1.1 Sprint CLEC and AT&T will establish interface contingency plans and disaster recovery plans for interface services. These plans will provide Sprint CLEC with, among other things, the ability to operate in a manual mode in instances of disaster, under-performance, or if the potential for non-performance is present. The operational support systems available are:
- 2.2 Pre-Ordering. AT&T provides electronic access to the following pre-ordering functions including but not limited to: service address validation, telephone number selection, service and feature availability, due date information, and upon Commission approval of confidentiality protections, to customer record information. Access is provided as set forth in the CLEC Handbook that may be accessed via the AT&T CLEC Online website. Customer record information includes but is not limited to, customer specific information in Customer Record Information System ("CRIS") and Regional Street Address Guide ("RSAG"). In addition, Sprint CLEC shall provide to AT&T access to customer record information as authorized by the end-user including electronic access where available. Otherwise, Sprint CLEC shall use best efforts to provide paper copies of customer record information within 2 business days upon request by AT&T. The parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission and further agree that Sprint CLEC and AT&T will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.
- 2.3 Service Ordering and Provisioning. AT&T provides electronic options for the exchange of ordering and provisioning information as detailed in Attachment OSS.
- 2.4 Service Trouble Reporting and Repair. Service trouble reporting and repair allows Sprint CLEC to report and monitor service troubles and obtain repair services. AT&T shall offer Sprint CLEC service trouble reporting in a non-discriminatory manner that provides Sprint CLEC the equivalent ability to report and monitor service troubles that AT&T provides to itself and its affiliates. AT&T also provides Sprint CLEC an estimated time to repair, an appointment time or a commitment time, as appropriate, on trouble reports. AT&T provides several options for electronic trouble reporting and monitoring via application-to-application electronic interfaces. For individually designed services, AT&T provides electronic trouble reporting through an electronic communications gateway. If Sprint CLEC requests AT&T to repair a trouble after normal working hours, Sprint CLEC will be billed the appropriate overtime charges associated with this request pursuant to AT&T's Access tariffs.
- 2.5 Migration of Sprint CLEC to New AT&T Software Releases for National Standard Machine-to-Machine Electronic Interfaces. AT&T will issue new software releases to implement new national standards for its machine-to-machine electronic interfaces and as needed to improve operations and meet standards and regulatory requirements. New national standards are established by the Telecommunications Industry Forum which is a guideline setting organization serving the telecommunications industry. One of its goals is to facilitate the continued well being of the telecommunications industry by addressing the application of standards and the use of technology. When a new release of new national

standards is implemented, AT&T will continue to support both the new release and the prior release. AT&T and Sprint CLEC determine new releases via the AT&T Change Management Process (CMP). AT&T will issue documents to Sprint CLEC with sufficient notice to allow Sprint CLEC to make the necessary changes to its systems and operations to migrate to the newest release in a timely fashion. The versioning policy is set forth in the CMP document that may be accessed via the AT&T CLEC Online website.

- 2.6 Change Management. AT&T provides a collaborative process for change management of the electronic interfaces as set forth in the Change Management Process (CMP) as amended from time to time that may be accessed via the AT&T CLEC Online website.
- 2.7 Intentionally left blank.
- 2.8 OSS Documentation. AT&T will accurately document and update all business rules when applicable in a timely manner. A business rule defines the process, internal and external Operational Support System, functional and electronic requirements for completing a service order. Multiple layers of Business Rules exist within the Operating Support System, Order/Pre-Order, Trouble Operations and Electronic Interface (EI) platforms. Business Rules translate AT&T's procedures to Sprint CLEC's requirements based on industry guidelines. AT&T will respond to Sprint CLEC's questions regarding business rules and other documentation using best efforts within 48 hours or as mutually agreed by the Parties.
- 2.9 AT&T will provide OSS servers that have various levels of redundancy and failover capability to minimize downtime.
- 2.10 Rates. Charges for use of Operational Support Systems shall be as ordered by appropriate regulatory authorities or as mutually agreed by the Parties as set forth in Attachment OSS and the Pricing Schedule of this Agreement.

3. MISCELLANEOUS ORDERING AND PROVISIONING GUIDELINES

- 3.1 Pending Orders. To ensure the most efficient use of facilities and resources, orders placed in the hold or pending status by Sprint CLEC will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if Sprint CLEC wishes to reinstate an order, Sprint CLEC may be required to submit a new service order.
- 3.2 Single Point of Contact. Sprint CLEC will be the single point of contact with AT&T for ordering activity for network elements and other services used by Sprint CLEC to provide services to its end users, except that AT&T may accept an order directly from another CLEC, or AT&T, acting with authorization of the affected end user. Sprint CLEC and AT&T shall each execute a blanket letter of authorization with respect to customer orders. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for orders, provided, however, that such processes shall comply with applicable state and federal law including, until superseded, the FCC guidelines and orders applicable to Presubscribed Interexchange Carrier (PIC) changes including Un-PIC. Pursuant to such an order, AT&T may disconnect any network element associated with the service to be disconnected and being used by Sprint CLEC to provide service to that end

user and reuse such network elements or facilities to enable such other LEC to provide service to the end user. AT&T will notify Sprint CLEC that such an order has been processed, but will not be required to notify Sprint in advance of such processing. In the event a national standard is developed for electronic loss notification, AT&T and Sprint CLEC will implement such change in accordance with the guidelines set forth in the CLEC Handbook or Interconnector's Guide and may be accessed via the AT&T CLEC Online website.

- 3.3 Use of Facilities. When a customer of Sprint CLEC elects to discontinue service and transfer service to another local exchange carrier, including AT&T, AT&T shall have the right to reuse the facilities provided to Sprint CLEC by AT&T for retail or resale service, loop and/or port for that customer. In addition, AT&T may disconnect and reuse facilities when the facility is in a denied state and AT&T has received an order to establish new service or transfer of service from a customer or a customer's service provider at the same address served by the denied facility.
 - 3.3.1 Upon receipt of a service order, AT&T will do the following:
 - 3.3.1.1 Process disconnect and reconnect orders to provision the service which shall be due dated using current AT&T interval guidelines or other interval guidelines as established by State commissions.
 - 3.3.1.2 Reuse the serving facility for the retail, resale service, or network element at the same location.
 - 3.3.1.3 Notify Sprint CLEC subsequent to the disconnect order being completed.
- 3.4 Contact Numbers. The Parties agree to provide one another with contact numbers for the purpose of ordering, provisioning and maintenance of services.
- 3.5 Subscription Functions. In cases where AT&T performs subscription functions for an inter-exchange carrier (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE), or similarly situated processes), AT&T will provide the affected inter-exchange carriers with the Operating Company Number (OCN) of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.
- 3.6 Intentionally left blank.
- 3.7 Acknowledgement. AT&T will provide acknowledgement receipts when protocols and interfaces are used that provide an acknowledgement.
- 3.8 AT&T will recognize Sprint CLEC as the customer of record of all Elements or Combinations ordered by Sprint CLEC and will send all notices, invoices and pertinent information directly to Sprint CLEC.
- 3.9 Upon request from Sprint CLEC, AT&T will provide an intercept referral message that includes any new Sprint CLEC telephone number, for the same duration as is provided to

AT&T end-users. This message shall be similar in format to the intercept referral messages currently provided by AT&T for its own end-users.

- 3.10 The Firm Order Confirmation will provide Sprint CLEC with the Sprint CLEC order number, AT&T order number, the negotiated service due date, telephone/circuit numbers (as applicable to the service).
- 3.11 AT&T will notify Sprint CLEC of completion activity using the same electronic interface used by Sprint CLEC to submit the service order request. In addition, when an AT&T Technician is dispatched to complete the order, the service technician will contact Sprint CLEC at the time of completion.
- 3.12 AT&T will turn up loops ordered by Sprint CLEC in accordance with TP 76841, Issue 2 and for Texas TP 76841, Issue 1. AT&T does not provide turn up results in writing or electronically. AT&T will verbally advise Sprint CLEC, if requested, of any test and turn up results at the time of any applicable completion call.
- 3.13 As soon as identified, AT&T shall notify Sprint CLEC via electronic interface, when available, of Rejections/Errors contained in any of the data element(s) fields contained on any Sprint CLEC Service Request. In the interim, AT&T will notify Sprint CLEC by facsimile of such Rejections/Errors.
- 3.14 As soon as identified, AT&T shall notify Sprint CLEC via electronic interface, when available (unless otherwise notified by Sprint CLEC) of any instances when AT&T's Committed Due Dates are in jeopardy of not being met by AT&T on any element or feature contained in any order for Network Elements or Combinations. AT&T shall concurrently indicate its new committed due date. In the interim, AT&T will notify Sprint CLEC by telephone, facsimile or via accessing the system report via the internet of such jeopardy, as mutually agreed to by the Parties.
- 3.15 Upon Sprint CLEC's request through a Suspend/Restore Order, AT&T shall suspend or restore the functionality of any Network Element or Combination on a non- discriminatory basis as to other AT&T customers.
- 3.16 AT&T shall provide to Sprint CLEC the functionality of blocking calls (e.g., 700, 900, 976 international calls and any new services of this type individually or in any combination upon request, including bill to third Party and collect calls) on an individual switching element basis.
- 3.17 Unless otherwise directed by Sprint CLEC, when Sprint CLEC orders local switching as a Combination, individual element or through a resold service, all pre-assigned trunk or telephone numbers currently associated with that Network Element or Combination shall be retained without loss of feature capability and without loss of associated functions including, but not limited to, Directory Assistance and 911/E911 capability, capability where such features or functions exist and are offered for the element ordered.

- 3.18 Sprint CLEC will specify on each order its Desired Due Date (DDD) for completion of that particular order. AT&T will not complete the order prior to DDD unless early turn-up is needed for testing purposes. AT&T will notify Sprint CLEC if the DDD cannot be met. AT&T will make best effort to meet the DDD for Network Element requests.
- 3.19 AT&T and Sprint CLEC will offer co-operative testing during maintenance where deemed necessary and by mutual consent (including trouble shooting to isolate problems). At Sprint CLEC's request via a service order using a USOC, AT&T will dispatch a technician to end user's premises so that Sprint CLEC can perform its own tests while the AT&T technician provides an open and short on the loop at the premises.

EXHIBIT A

OPERATIONAL SUPPORT SYSTEMS (OSS)

AT&T has developed and made available electronic interfaces by which Sprint CLEC may submit LSRs electronically, as described in Attachment OSS.

LSRs submitted by means of one of these electronic interfaces may incur charges as specified in Attachment OSS and in the Pricing Schedule.

Denial/Restoral OSS Charge

In the event Sprint CLEC provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

Network Elements and Other Services Manual Additive

The Commissions in some states have ordered per-element manual additive non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per-element charges are listed on the Pricing Schedules.

ATTACHMENT 6A
OSS - RESALE & NETWORK ELEMENTS

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ATTACHMENT OSS (ACCESS TO OPERATIONS SUPPORT SYSTEMS FUNCTIONS)

1. INTRODUCTION

- 1.1 This Attachment sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) “functions” to Sprint CLEC for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC). With respect to all matters covered by this Attachment, the Parties will comply with the final SBC/Ameritech POR for Uniform and Enhanced OSS (Uniform POR) as approved by FCC on September 22, 2000.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, and/or AT&T Texas, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T-2STATE** - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.4 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T-2STATE** and **AT&T CONNECTICUT**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.5 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable AT&T-owned ILEC doing business in Connecticut.
- 1.6 **AT&T MIDWEST REGION 5-STATE** - As used herein, **AT&T MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.7 **AT&T SOUTHWEST REGION 5-STATE** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas, the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.8 **AT&T** has established performance measurements to illustrate non-discriminatory access. These measurements are represented in Attachment Performance Measurements.
- 1.9 “**LSC**” means the Local Service Center (LSC) for **AT&T**.

- 1.10 “**LOC**” means the Local Operations Center (LOC) for AT&T.
- 1.11 “**Service Bureau Provider**” - For purposes of this Agreement, Service Bureau Provider (SBP) is a company which has been engaged by a CLEC to act on its behalf for purposes of accessing AT&T OSS application-to-application interfaces via a dedicated connection over which multiple CLECs’ local service transactions are transported.
- 1.12 Network Elements is as described in Attachment 2 – Network Elements.

2. LAWFUL UNBUNDLING REQUIREMENTS

- 2.1 This Attachment is for OSS transactions related to Network Elements (as provided in Attachment 2 – Network Elements), and Resold service which AT&T provides under this Interconnection Agreement (ICA service(s)). Should AT&T no longer be obligated to provide a Network Element under the terms of this Agreement, AT&T shall no longer be obligated to offer access and use of OSS for that ICA service.

3. GENERAL CONDITIONS

- 3.1 Resale and Network Elements functions will be accessible via electronic interface(s), as described herein, where such functions are available. The Parties agree that electronic order processing is more efficient than manual order processing. During implementation the Parties will negotiate a threshold volume of orders after which electronic ordering is required. Once Sprint CLEC is submitting more than the agreed to threshold amount, but not later than twelve (12) months from the Effective Date of this Agreement, Sprint CLEC will no longer submit orders manually (and AT&T shall not be required to accept and process manual orders) except when the electronic order processing is unavailable for a substantial period of time, or where a given order cannot be processed electronically.
- 3.2 **Proper Use of OSS Interfaces**
 - 3.2.1 For AT&T, Sprint CLEC agrees to utilize AT&T electronic interfaces, as described herein, only for the purposes specifically provided herein. In addition, Sprint CLEC agrees that such use will comply with AT&T's Data Connection Security Requirements as identified in Section 9 of this Attachment. Failure to comply with such security guidelines may result in forfeiture of electronic access to OSS functionality. In addition, Sprint CLEC shall be responsible for and indemnifies AT&T against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of AT&T's OSS from Sprint CLEC systems, workstations or terminals or by Sprint CLEC employees, agents, or any third party gaining access through information and/or facilities obtained from or utilized by Sprint CLEC and shall pay AT&T for any and all damages caused by such unauthorized entry.
 - 3.3 Within AT&T regions, Sprint CLEC’s access to pre-order functions described in 4.2.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier’s End User where Sprint CLEC has obtained an authorization from the End User for release of CPNI.
 - 3.3.1 In AT&T regions, Sprint CLEC must maintain records of individual customers' authorizations for change in local exchange service and release of CPNI which adhere to all requirements of state and federal law, as applicable.
 - 3.3.2 This section applies to AT&T CALIFORNIA ONLY. For consumer End Users, prior to accessing such information, Sprint CLEC shall, on its own behalf and on behalf of AT&T

CALIFORNIA, comply with all applicable requirements of Section 2891 of the California Public Utilities Code and 47 USC 222 (and implementing FCC decisions thereunder), and, where accessing such information via an electronic interface, Sprint CLEC shall have obtained an authorization to become the End User's local service provider. Accessing such information by Sprint CLEC shall constitute certification that Sprint CLEC is in compliance with applicable requirements of Section 2891 and Section 222 (and implementing FCC decisions thereunder) and has complied with the prior sentence. Sprint CLEC shall receive and retain such information in conformance with the requirements of 47 USC 222 (and implementing FCC decisions thereunder). Sprint CLEC agrees to indemnify, defend and hold harmless **AT&T CALIFORNIA** against any claim made by a consumer End User or governmental entity against **AT&T CALIFORNIA** or Sprint CLEC under Section 2891 or Section 222 (and implementing FCC decisions thereunder) or for any breach by Sprint CLEC of this section.

- 3.3.3 Throughout **AT&T** region, Sprint CLEC is solely responsible for determining whether proper authorization has been obtained and holds **AT&T** harmless from any loss on account of Sprint CLEC's failure to obtain proper CPNI consent from an End User.
- 3.4 By utilizing electronic interfaces to access OSS functions, Sprint CLEC agrees to perform accurate and correct ordering including Resale services and Network Elements. Rates and charges are subject to the terms of this Agreement and applicable tariffs are dependent on region of operation. Sprint CLEC is also responsible for all actions of its employees using any of **AT&T**'s OSS systems. As such, Sprint CLEC agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by **AT&T** caused by any and all inaccurate ordering or usage of the OSS, if such costs are not already recovered through other charges assessed by **AT&T** to Sprint CLEC. In addition, Sprint CLEC agrees to indemnify and hold **AT&T** harmless against any claim made by an End User of Sprint CLEC or other third parties against **AT&T** caused by or related to Sprint CLEC's use of any **AT&T** OSS.
- 3.5 In the event **AT&T** has good cause to believe that Sprint CLEC has used **AT&T** OSS in a way that conflicts with this Agreement or Applicable Law, AT&T-owned ILEC in whose territory Sprint CLEC is doing business shall give Sprint CLEC written notice describing the alleged misuse ("Notice of Misuse"). Sprint CLEC shall immediately refrain from the alleged misuse until such time that Sprint CLEC responds in writing to the Notice of Misuse, which shall be provided to **AT&T** within twenty (20) calendar days after receipt of the Notice of Misuse. In the event Sprint CLEC agrees with the allegation of misuse, Sprint CLEC shall refrain from the alleged misuse during the term of this Agreement.
- 3.6 In the event Sprint CLEC does not agree that the Sprint CLEC's use of **AT&T** OSS is inconsistent with this Agreement or Applicable Law, then the parties agree to the following steps:
 - 3.6.1 If such misuse involves improper access of pre-order applications or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, Sprint CLEC shall continue to refrain from using the particular OSS functionality in the manner alleged by **AT&T** to be improper, until Sprint CLEC has implemented a mutually agreeable remedy to the alleged misuse.
 - 3.6.2 To remedy the misuse for the balance of the agreement, the Parties will work together as necessary to mutually determine a permanent resolution for the balance of the term of the agreement.

- 3.7 In order to determine whether Sprint CLEC has engaged in the alleged misuse described in the Notice of Misuse, and for good cause shown, AT&T shall have the right to conduct an audit of Sprint CLEC's use of the AT&T OSS. Such audit shall be limited to auditing those aspects of Sprint CLEC's use of the AT&T OSS that relate to the allegation of misuse as set forth in the Notice of Misuse. AT&T shall give ten (10) calendar days advance written notice of its intent to audit Sprint CLEC ("Audit Notice") under this Section 3.7, and shall identify the type of information needed for the audit. Such Audit Notice may not precede the Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) calendar days after the date of the notice (unless otherwise agreed by the Parties), Sprint CLEC shall provide AT&T with access to the requested information in any reasonably requested format, at an appropriate Sprint CLEC location, unless otherwise agreed to by the Parties. The audit shall be at AT&T's expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. AT&T agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within AT&T.
- 3.8 When Resale service and Network Elements order functions are not available via an electronic interface for the pre-order, ordering and provisioning processes, AT&T and Sprint CLEC will use manual processes. Should AT&T develop electronic interfaces for these functions for itself, AT&T will make electronic access available to Sprint CLEC within the specific operating region.
- 3.9 The Information Services (I.S.) Call Center for the AT&T region provides for technical support function of electronic OSS interfaces. Sprint CLEC will also provide a single point of contact for technical issues related to the Sprint CLEC's electronic interfaces.
- 3.10 The Parties will follow the final adopted guidelines of "AT&T 13-State Competitive Local Exchange Carrier (CLEC) OSS Interface Change Management Process", developed in collaboration with CLECs. This plan may be modified from time to time in accordance with the Change Management principles.
- 3.11 AT&T will and Sprint CLEC may participate in the Ordering and Billing Forum (OBF) to establish and conform to uniform industry guidelines for electronic interfaces for pre-order, ordering, and provisioning. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines. To achieve system functionality as quickly as possible, the Parties acknowledge that AT&T may deploy interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines. Sprint CLEC and AT&T are individually responsible for evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system modifications to comply with new requirements. In addition, AT&T has the right to define Local Service Request (LSR) Usage requirements according to the General Section 1.0, paragraph 1.4 of the practices in the OBF Local Service Ordering Guidelines (LSOG), which states: "Options described in this practice may not be applicable to individual providers tariffs; therefore, use of either the field or valid entries within the field is based on the providers tariffs/practices."
- 3.12 Due to enhancements and on-going development of access to AT&T OSS functions, certain interfaces described in this Attachment may be modified, temporarily unavailable or may be

phased out after execution of this Attachment. **AT&T** shall provide proper notice of interface phase-out as required by the Change Management Process.

- 3.13 Sprint CLEC is responsible for obtaining operating system software and hardware to access **AT&T** OSS functions. All hardware and software requirements are specified in: "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures", or any other documents or interface requirements subsequently generated by **AT&T** for any of its regions.

4. PRE-ORDERING

- 4.1 **AT&T** will provide real time access to pre-order functions to support Sprint CLEC ordering of Resale services and Network Elements. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to Sprint CLEC so that Sprint CLEC order requests may be created to comply with **AT&T** region-specific ordering requirements.

4.2 Pre-Ordering Functions for Resale Services and Network Elements Include

4.2.1 Feature/Service Availability

- 4.2.1.1 Feature Inquiry provides feature and service availability by WTN, NPA/NXX, and CLLI Code (as applicable).

- 4.2.1.2 PIC/LPIC Inquiry provides Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll.

4.2.2 Customer Service Information - CSI Inquiry

Access to **AT&T** retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, and long distance carrier identity. Sprint CLEC agrees that Sprint CLEC's representatives will not access the information specified in this subsection until after the Sprint CLEC has obtained authorization from the End User for release of CPNI which complies with conditions as described in section 3.3 of this Attachment.

4.2.3 Telephone Number Inquiry

AT&T provides a Telephone Number Reservation Inquiry, a Cancel Reservation function, and also provides a Telephone Number Confirmation Inquiry function.

4.2.4 Scheduling Inquiry/Availability

- 4.2.4.1 Due Date Inquiry provides next available dates for the End User (where available).

- 4.2.4.2 Dispatch Inquiry provides information to indicate whether dispatch is required.

4.2.5 Address Validation Inquiry

AT&T provides address validation function.

4.3 The Following are Pre-Order Functions Specific to Network Elements

4.3.1 Loop Pre-Qualification Inquiry

AT&T provides a loop pre-qualification inquiry function.

4.3.2 Loop Qualification Inquiry

AT&T provides a loop qualification inquiry function.

4.3.3 Common Language Location Indicator (CLLI) Inquiry

AT&T provides CLLI code inquiry function.

4.3.4 Connecting Facility Assignment (CFA) Inquiry

AT&T provides a CFA inquiry function.

4.3.5 Network Channel/Network Channel Interface (NC/NCI) Inquiry

AT&T provides a NC/NCI inquiry function.

4.4 **Electronic Access to Pre-Order Functions**

4.4.1 **Resale and Network Elements Pre-Order Interface Availability**

4.4.1.1 Enhanced Verigate is the 13-state uniform pre-order GUI interface available in **AT&T** to provide the pre-ordering functions listed in sections 4.2 and 4.3. Enhanced Verigate is accessible via a web-based Toolbar.

4.4.1.2 An industry standard EDI/CORBA Pre-ordering Gateway is provided by **AT&T**. This pre-ordering gateway supports two structural protocols, EDI and CORBA, as recommended by the technical industry committees. EDI/CORBA, is the 13-state uniform pre-order application-to-application interface that can be integrated with the Sprint CLEC's own negotiation system and that supports both Resale services and Network Elements.

4.5 **Other Pre-Order Function Availability**

4.5.1 Where pre-ordering functions are not available electronically, Sprint CLEC will manually request this information from the LSC, dependent on operating region, for inclusion on the service order request.

4.5.2 Data Validation Files are available for the purpose of providing requesting CLECs with an alternate method of acquiring pre-ordering information that is considered relatively static. Upon request, **AT&T** will provide CLECs with any of the following Data Validation Files via Connect: Direct, CD-ROM, or downloadable via the pre-order GUI – Enhanced Verigate. Due to its size, the Street Address Guide (SAG) will be available only via Connect:Direct, and CD-ROM.

Data Validation Files:

SAG (Street Address Guide)

Feature/Service Availability by Switch

Directory Names

Class of Service Codes

USOC (Universal Service Order Codes)

Community Names

Yellow Page Headings

PIC/LPIC (InterLATA/IntraLATA)

5. **ORDERING/PROVISIONING**

5.1 **AT&T** provides access to ordering functions (as measured from the time **AT&T** receives accurate service requests from the interface) to support Sprint CLEC provisioning of Resale

services and Network Elements via one or more electronic interfaces. To order Resale services and Network Elements, Sprint CLEC will format the service request to identify what features, services, or elements it wishes AT&T to provision in accordance with applicable AT&T ordering requirements. AT&T will provide Sprint CLEC access to one or more of the following systems or interfaces.

5.2 Service Order Request System Availability

5.2.1 AT&T makes available to Sprint CLEC an Electronic Data Interchange (EDI) application-to-application interface for transmission of Local Service Requests (LSR) as defined by the OBF, consistent with AT&T Local Service Ordering Requirements (LSOR), and via EDI mapping as defined by TCIF. In ordering and provisioning of Resale services or Network Elements, Sprint CLEC and AT&T will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon AT&T Resale service and Network Elements ordering requirements, dependent on operating region. In addition, Local Number Portability (LNP) will be ordered consistent with the OBF LSR and EDI process.

5.2.2 For AT&T, web-based LEX is the 13-state uniform ordering GUI interface that provides access to the uniform ordering functions for Resale services and Network Elements. Web-based LEX is accessible via a web-based Toolbar.

5.2.3 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, Sprint CLEC and AT&T will utilize industry ASR guidelines developed by OBF based upon AT&T ordering requirements.

5.3 Provisioning for Resale Services and Network Elements in AT&T

AT&T will provision Resale services and Network Elements as detailed in Sprint CLEC order requests. Access to status on such orders will be provided via the following electronic interfaces:

5.3.1 For AT&T, Order Status and Provisioning Order Status functionality is provided through the Enhanced Verigate interface which will allow Sprint CLEC to check service order status.

5.3.2 For EDI ordering, AT&T will provide, and Sprint CLEC shall use, an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information.

6. MAINTENANCE/REPAIR

6.1 Two electronic interfaces are accessible in each region to place, and check the status of, trouble reports for both Resale services and Network Elements. Upon request, Sprint CLEC may access these functions via the following methods:

6.1.1 In AT&T, Electronic Bonding Trouble Administration - Graphical User Interface (EBTA-GUI) is the 13-state uniform GUI interface that allows Sprint CLEC to perform Mechanized Loop Testing (MLT), issue trouble tickets, view status, and view trouble history on-line.

6.1.2 In AT&T, Electronic Bonding Trouble Administration (EBTA) is the 13-state uniform application-to-application interface that is available for trouble report submission and status updates. EBTA conforms to ANSI guidelines T1:227:1995, T1:228:1995 and T1:262:1998, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by Sprint CLEC and AT&T. Functions currently implemented include Enter Trouble, Request Trouble Report

Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. Sprint CLEC and AT&T will exchange requests over a mutually agreeable X.25-based network.

7. **BILLING**

- 7.1 In the event of a conflict between the terms and provisions of this Section 7 and the terms and provisions of Attachments 6 or 7, this Section 7 shall govern.
- 7.2 AT&T-13STATE will bill CLEC for Resold services and UNEs. AT&T-13STATE will send associated billing information to CLEC as necessary to allow CLEC to perform billing functions. At minimum AT&T-13STATE will provide CLEC billing information in a paper format, or via magnetic tape, as agreed to between CLEC and AT&T-13STATE. Other alternate bill media, such as CD-ROM and DVD, will be made available to CLEC consistent with the individual state tariff provisions.
- 7.3 Electronic access to billing information for Resale services will also be available via the following interfaces:
- 7.3.1 In AT&T-13STATE, CLEC may receive a mechanized bill format via the EDI 811 transaction set.
- 7.3.2 For Resale Services in AT&T SOUTHWEST REGION 5-STATE, CLEC may receive Bill PlusTM, an electronic version of its bill, as described in, and in accordance with, AT&T SOUTHWEST REGION 5-STATE's Local Exchange Tariff.
- 7.3.3 For Resale Services in AT&T SOUTHWEST REGION 5-STATE, CLEC may view billing information through the Bill Information interface. Bill Information will be accessible via AT&T SOUTHWEST REGION 5-STATE Classic Toolbar.
- 7.3.4 In AT&T-13STATE, CLEC may receive electronically a Daily Usage Extract. On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMI format.
- 7.3.5 AT&T-13STATE will provide Loss Notifications. This notification alerts CLEC that a change requested by another telecommunications provider has been completed and, as a result, the Local Service Provider associated with a given telephone number has been changed. It will be provided via the uniform ordering application-to-application interface using the EDI 836 transaction, and will also be available via the uniform ordering GUI interface, LEX.
- 7.4 Electronic access to billing information for UNEs will also be available via the following interfaces:
- 7.4.1 In AT&T SOUTHWEST REGION 5-STATE, CLEC may view billing information through the Bill Information interface. Bill Information will be accessible via AT&T SOUTHWEST REGION 5-STATE Classic Toolbar.
- 7.4.2 In AT&T-13STATE, CLEC may receive a Daily Usage Extract electronically, on a daily basis, with information on the usage billed to its accounts for UNEs in the industry standardized Exchange Message Interface (EMI) format.
- 7.4.3 In AT&T-13STATE, CLEC may receive a uniform loss notification via EDI 836 transaction or via the uniform GUI interface, LEX. For UNEs this loss notification indicates when

CLEC's End Users, utilizing AT&T-13STATE ports, change their Competitive Local Exchange Carrier.

8. REMOTE ACCESS FACILITY

- 8.1 Sprint CLEC must access OSS interfaces via a CLEC Remote Access Facility. For the AT&T SOUTHWEST REGION 5-STATE region, the LRAF located in Dallas, TX will be used. The PRAF in Fairfield, CA handles the AT&T-2STATE region. The ARAF, located in Northbrook, IL, serves AT&T MIDWEST REGION 5-STATE and the SRAF in New Haven, CT, handles the AT&T CONNECTICUT region. Each of these four xRAFs will provide CLECs dedicated access to the uniform application-to-application and Graphical User Interfaces. Connection to these remote access facilities will be established via a "port" either through dial-up or direct connection as described in Section 8.2. Sprint CLEC may utilize a port to access AT&T OSS interfaces to perform the supported functions in any AT&T where Sprint CLEC has executed an Attachment OSS. OSS applications that are accessible through the Internet will also go through a secured Remote Access Facility.
- 8.2 For AT&T, Sprint CLEC may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," the connecting Sprint CLEC is responsible for providing Sprint CLEC router, and all network equipment (including Channel Service Units/Data Service Units (CSU/DSU)) and circuit connection(s) up to the AT&T ILEC company point of demarcation. The demarcation point shall be the interface at the LRAF, PRAF, ARAF, or SRAF according to AT&T "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures". Switched Access "Dial-up Connections" require Sprint CLEC to provide its own modems and connection to the AT&T SOUTHWEST REGION 5-STATE LRAF, AT&T-2STATE PRAF, AT&T MIDWEST REGION 5-STATE ARAF, and AT&T CONNECTICUT SRAF. Sprint CLEC shall pay the cost of the call if Switched Access is used. Connections via the Public Internet require Sprint CLEC to connect to an ISP of their choice and use one of the HTTPS URLs associated with access to AT&T OSS via the public internet.
- 8.3 For AT&T, Sprint CLEC shall use TCP/IP to access AT&T OSS via the LRAF, ARAF, SRAF, and the PRAF. In addition, each Sprint CLEC shall have one valid Internet Protocol (IP) network address per region. Sprint CLEC shall maintain a user ID / password unique to each individual for accessing an AT&T OSS on Sprint CLEC's behalf. Sprint CLEC shall provide estimates regarding its volume of transactions, number of concurrent users, desired number of private line or dial-up (switched) connections, and length of a typical session.
- 8.4 For AT&T, Sprint CLEC shall attend and participate in implementation meetings to discuss CLEC LRAF/PRAF/ARAF/SRAF access plans in detail and schedule testing of such connections.

9. DATA CONNECTION SECURITY REQUIREMENTS

- 9.1 Sprint CLEC agrees that interconnection of Sprint CLEC data facilities with AT&T data facilities for access to OSS will be in compliance with AT&T's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document current at the time of initial connection to a RAF. The following additional terms in this Section 9 govern direct and dial up connections between Sprint CLEC and the PRAF, LRAF, ARAF and SRAF for access to OSS interfaces.

9.2 Joint Security Requirements

- 9.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.).
- 9.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.
- 9.2.3 Sprint CLEC shall immediately notify the ISCC when a employee user ID is no longer valid (e.g. employee termination or movement to another department).
- 9.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.
- 9.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the Sprint CLEC or **AT&T** network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.
- 9.2.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.

9.3 Additional Responsibilities of Both Parties

- 9.3.1 Modem/DSU Maintenance and Use Policy: To the extent the access provided hereunder involves the support and maintenance of Sprint CLEC equipment on **AT&T**'s premises, such maintenance will be provided under the terms of the "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document cited above.
- 9.3.2 Monitoring: Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.
- 9.3.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a

specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.

- 9.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.
- 9.3.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.
- 9.3.6 All network-related problems will be managed to resolution by the respective organizations, Sprint CLEC or **AT&T**, as appropriate to the ownership of a failed component. As necessary, Sprint CLEC and **AT&T** will work together to resolve problems where the responsibility of either Party is not easily identified.

9.4 Information Security Policies and Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel

- 9.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 9.5 - 9.11 summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to Sprint CLEC or **AT&T**, respectively, as the providers of the computer, network or information in question.
- 9.4.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.

9.5 General Policies

- 9.5.1 Each Party's resources are for approved business purposes only.
- 9.5.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.
- 9.5.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.
- 9.5.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.

- 9.5.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

9.6 User Identification

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

9.7 User Authentication

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

9.8 Access and Session Control

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

9.9 User Authorization

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

9.10 Software and Data Integrity

- 9.10.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own

similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.

9.10.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.

9.10.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be access through the direct connection or dial up access to OSS Interfaces.

9.10.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

9.11 **Monitoring and Audit**

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

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

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

10. **OPERATIONAL READINESS TEST (ORT) FOR ORDERING/PROVISIONING AND REPAIR/ MAINTENANCE INTERFACES**

10.1 Prior to live access to interface functionality, the Parties must conduct Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the OSS functions. ORT will be completed in conformance with agreed upon processes and implementation dates.

11. **OSS TRAINING COURSES**

11.1 Prior to initial live OSS interface usage, a Sprint CLEC that intends to utilize AT&T interfaces must complete user education classes for AT&T-provided interfaces that affect the AT&T network. A separate agreement will be required as a commitment to enroll in training classes and to pay for a specific number of Sprint CLEC students in each class. Sprint CLEC can obtain a copy of the proposed contract and price list for these OSS classes from their CLEC account manager. Course descriptions and class schedules, by region, are published on the AT&T CLEC Online website and/or will be available through their CLEC account manager. Sprint CLEC training schedules are subject to change, with class lengths varying. Classes are train-the-trainer format to enable Sprint CLEC to devise its own course work for its own employees.

12. OSS CHARGES FOR SYSTEM ACCESS AND CONNECTIVITY

- 12.1 To the extent AT&T seeks to recover costs associated with OSS System Access and Connectivity, AT&T shall not be foreclosed from seeking recovery of such costs via negotiation, arbitration, or generic proceeding during the term of this agreement.

13. MISCELLANEOUS CHARGES

- 13.1 For AT&T SOUTHWEST REGION 5-STATE region only, Sprint CLEC requesting the Bill PlusTM, as described in 7.2.2, agrees to pay applicable tariffed rate, less Resale discount.
- 13.2 For AT&T-12STATE, Sprint CLEC requesting the billing function for the Daily Usage Extract which contains the usage billable records, as described in 7.2.4 and 7.3.2, agrees to pay established rates pursuant to the Pricing Schedule.
- 13.3 For AT&T, should Sprint CLEC request custom development of an exclusive interface to support OSS functions, such development will be considered by AT&T on an Individual Case Basis (ICB) and priced as such.

14. SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS

- 14.1 AT&T shall allow Sprint CLEC to access its OSS via a Service Bureau Provider under the following terms and conditions:
- 14.2 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, Sprint CLEC shall be permitted to access AT&T OSS via a Service Bureau Provider as follows:
- 14.2.1 Sprint CLEC shall be permitted to access AT&T application-to-application OSS interfaces, via a Service Bureau Provider where Sprint CLEC has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with AT&T to allow Service Bureau Provider to establish access to and use of AT&T's OSS.
- 14.2.2 Sprint CLEC's use of a Service Bureau Provider shall not relieve Sprint CLEC of the obligation to abide by all terms and conditions of this Agreement. Sprint CLEC must ensure that its agent properly performs all OSS obligations of Sprint CLEC under this Agreement, which Sprint CLEC delegates to Service Bureau Provider.
- 14.2.3 It shall be the obligation of Sprint CLEC to provide notice in accordance with the notice provisions of the Terms and Conditions of this Agreement whenever it established an agency relationship with a Service Bureau Provider or terminates such a relationship. AT&T shall have a reasonable transition time to establish a connection to a Service Bureau Provider once Sprint CLEC provides notice. Additionally, AT&T shall have a reasonable transition period to terminate any such connection after notice from Sprint CLEC that it has terminated its agency relationship with a Service Bureau Provider.
- 14.3 AT&T shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond AT&T's control associated with third-party systems or equipment including systems, equipment and services provided by a Service Bureau Provider (acting as Sprint CLEC's agent for connection to AT&T's OSS) which could not be avoided by AT&T through the exercise of reasonable diligence or delays or other problems resulting

from actions of a Service Bureau Provider, including Service Bureau provided processes, services, systems or connectivity.

ATTACHMENT 7

BILLING AND BILLING ACCURACY CERTIFICATION

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BILLING AND BILLING ACCURACY CERTIFICATION

This Attachment 7 is subject to the General Terms and Conditions of this Agreement.

1. CLEC PAYMENT AND BILLING ARRANGEMENTS

1.1 Billing. AT&T agrees to provide billing through the Carrier Access Billing System (CABS) and/or through the Resale Billing System depending on the particular service(s) that Sprint CLEC requests. AT&T will bill and record in accordance with this Agreement those charges Sprint CLEC incurs as a result of Sprint CLEC purchasing from AT&T Services as set forth in this Agreement. AT&T will format all bills in Carrier Billing Output Specifications (BOS) Standards or EDI format, depending on the type of service ordered. For those services where standards have not yet been developed, AT&T's billing format will change as necessary when standards are finalized by the industry forum.

1.1.1 For any service(s) AT&T orders from Sprint CLEC, Sprint CLEC shall bill AT&T in CABS format.

1.1.2 If either Party requests multiple billing media or additional copies of bills, the Billing Party will provide these at its reasonable and demonstrable cost.

1.2 Master Account. After receiving certification as a local exchange company from the appropriate regulatory agency, Sprint CLEC will provide the appropriate AT&T account manager the necessary documentation to enable AT&T to establish a master account for services provided, and/or resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA"), Carrier Identification Code (CIC), Group Access Code (GAC) if applicable, Access Customer Name and Address (ACNA) and a tax exemption certificate, if applicable. The Parties acknowledge that Sprint CLEC has already met these requirements.

1.3 AT&T shall bill Sprint CLEC on a current basis all applicable charges and credits.

1.4 Payment Responsibility. Payment of all charges will be the responsibility of Sprint CLEC. Sprint CLEC shall make payment to AT&T for all services billed. AT&T is not responsible for payments not received by Sprint CLEC from Sprint CLEC's customer. In general, AT&T will not become involved in disputes between Sprint CLEC and Sprint CLEC's end user customers. If a dispute does arise that cannot be settled without the involvement of AT&T, Sprint CLEC shall contact the designated Service Center for resolution. AT&T will make every effort to assist in the resolution of the dispute and will work with Sprint CLEC to resolve the matter in as timely a manner as possible. Sprint CLEC may be required to submit documentation to substantiate the claim. Payments made to AT&T as payment on account will be credited to an accounts receivable master account and not to an end user's account.

1.5 AT&T will render bills each month on established bill days for each of Sprint CLEC's accounts.

1.6 AT&T will bill Sprint CLEC in advance charges for all services to be provided during the ensuing billing period except charges associated with service usage, which will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charge for usage or usage allowances. AT&T will also bill Sprint CLEC, and Sprint CLEC will be responsible for and remit to AT&T, all charges applicable to resold services including but not limited to 911 and E911 charges, telecommunications relay charges (TRS), and franchise fees.

1.7 With respect to services resold by Sprint CLEC, any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, AT&T. No additional charges are to be assessed to Sprint CLEC.

1.8 AT&T will not perform billing and collection services for Sprint CLEC as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within AT&T.

1.9 Pursuant to 47 CFR Section 51.617, for resold lines AT&T will bill Sprint CLEC end user common line charges identical to the end user common line charges AT&T bills its end users.

1.10 Payment Due. The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by AT&T. In the event payment is not received by AT&T by the due date and Sprint CLEC can demonstrate that payment was made in a timely manner, AT&T will acknowledge such payment and waive all associated late payment charges. If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in Section 1.13, below, shall apply.

1.11 If Sprint CLEC requests multiple billing media or additional copies of bills, AT&T will provide these at an appropriate charge to Sprint CLEC not to exceed AT&T's reasonable and demonstrable costs.

1.12 Tax Exemption. Upon proof of tax exempt certification from Sprint CLEC, the total amount billed to Sprint CLEC will not include those taxes or fees for which Sprint CLEC is exempt. Sprint CLEC will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the end user of Sprint CLEC.

1.13 Late Payment. If any portion of the payment is received by AT&T after the payment due date as set forth preceding, or if any portion of the payment is received by AT&T in funds that are not immediately available to AT&T, then a late payment penalty shall be due to AT&T. The late

payment penalty shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in the applicable AT&T State Tariff. Sprint CLEC will be charged a fee for all returned checks as set forth in the applicable State Tariff or in applicable state law.

1.14 Discontinuing Service to Sprint CLEC. The procedures for discontinuing service to Sprint CLEC are as follows:

1.14.1 AT&T reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of AT&T facilities or service or any other violation or noncompliance by Sprint CLEC of the rules and regulations contained in AT&T's tariffs, provided that Sprint CLEC receives reasonable notice of such suspension or termination and has had reasonable opportunity to remedy such violation or non-compliance.

1.14.2 If payment of account, except a Bona Fide Billing Dispute amount as described in Section 3 of this Attachment, is not received by the bill day in the month after the original bill day, AT&T may, upon written notice, refuse additional applications for service. In addition, any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. AT&T may, at the same time, give thirty days notice to Sprint CLEC at the billing address to discontinue the provision of existing services to Sprint CLEC at any time thereafter.

1.14.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.

1.14.4 If AT&T does not discontinue the provision of the services involved on the date specified in the thirty days notice and Sprint CLEC's noncompliance continues, nothing contained herein shall preclude AT&T's right to discontinue the provision of the services to Sprint CLEC without further notice.

1.14.5 If payment is not received or satisfactory arrangements made for payment by the date given in the written notification, Sprint CLEC's services will be discontinued. Upon discontinuance of service on Sprint CLEC's account, service to the Sprint CLEC's end users will be denied. AT&T will reestablish service at the request of the end user or Sprint CLEC upon payment of the appropriate connection fee and subject to AT&T's normal application procedures. Sprint CLEC is responsible for notifying the end user of the proposed service disconnection.

1.15 Deposit Policy. Sprint shall complete the AT&T Credit Profile and provide information to AT&T regarding credit worthiness. Based on the results of the credit analysis, AT&T reserves the right to secure the accounts established under this Agreement with a suitable form of security deposit unless satisfactory credit has already been established. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (AT&T form or another form substantially similar in its substantive provisions), Surety Bond (AT&T form or another form substantially similar in its substantive provisions) or some other form of security as the Parties may mutually agree. Any such security deposit shall in no way release Sprint from its obligation to make complete and timely payments of its bill. Sprint shall pay any applicable deposits prior to the inauguration of service

unless service has already been established pursuant to this Agreement. Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate AT&T tariff. Security deposits collected under this Section shall not exceed two months' estimated billing.

1.15.1 If, in the reasonable opinion of AT&T, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, AT&T reserves the right to request additional security. In determining whether an additional security deposit is required, AT&T will review Sprint's Dun & Bradstreet rating and report details, Sprint's payment history with AT&T and payment history with others as available; the number of years Sprint has been in business; Sprint's management history and managers' length of service with Sprint; liens, suits and judgments against Sprint; UCC-1 filings against Sprint's assets; and to the extent available, Sprint's financial information. Upon the conclusion of this review, if AT&T continues to insist on additional security, at Sprint's written request, AT&T will provide an explanation in writing to Sprint justifying the decision for additional deposit.

1.15.2 Subject to Section 1.15.3 following, in the event Sprint fails to remit to AT&T any deposit requested pursuant to this Section within thirty (30) days of Sprint's receipt of such request, service to Sprint may be terminated in accordance with the terms of Section 1.14 above, and any security deposits will be applied to Sprint's account.

1.15.3 The Parties will work together to determine the need for or amount of a reasonable initial or increase in deposit. If the Parties are unable to agree, then Sprint must file a petition for resolution of the dispute. Such petition shall be filed with the Commission in the state in which Sprint does the most business with AT&T. The Parties agree that the decision ordered by such Commission will be binding for all states covered by this Agreement. In the event Sprint fails to file a petition with the Commission then AT&T may terminate service to Sprint in accordance with the terms of Section 1.14 above, and any security deposits will be applied to Sprint's account.

1.16 Rates. Rates for Optional Daily Usage File (ODUF), Enhanced Optional Daily Usage are set out in the applicable state Pricing Schedule. If no rate is identified in the contract, the rate for the specific service or function will be as ordered by the appropriate state regulatory authorities or as negotiated by the Parties upon request by either Party.

2. WIRELESS BILLING AND COMPENSATION

2.1 The exchange of the parties' traffic on AT&T's interLATA EAS routes shall be considered Local Traffic and compensation for the termination of such traffic shall be pursuant to the terms of this section. EAS routes are those exchanges within an exchange's Basic Local Calling Area, as defined in the applicable AT&T state Tariff.

2.2 Any charges for terminating traffic will be in accumulated conversation minutes, whole and partial, measured from receipt of answer supervision to receipt of disconnect supervision and rounded up to the next whole minute at the close of the billing period. The charges for local interconnection are to be billed and paid monthly. Late payment fees, not to exceed 1 1/2% per month (or a lower percent as specified by an appropriate state regulatory agency) after the due date

may be assessed, if undisputed interconnection charges are not paid, within thirty (30) days after the due date of the monthly bill. All charges under this agreement shall be billed within one year from the time the charge was incurred, previously unbilled charges more than one year old shall not be billed by either party.

3. BILLING ACCURACY CERTIFICATION

3.1 Upon mutual agreement, AT&T and Sprint CLEC will implement a billing quality assurance program for all billing elements covered in this Agreement that may eliminate the need for post-billing reconciliation. Appropriate terms for access to any AT&T documents, systems, records, and procedures for the recording and billing of charges will be part of that program.

3.2 As part of the billing quality assurance program, AT&T and Sprint CLEC will develop standards, measurements, and performance requirements for a local billing measurements process. These standards, measurements, and performance requirements include but are not limited to the AT&T Service Quality Measurements associated with billing in Attachment 9 of this Agreement and other measures as may be ordered by appropriate state regulatory authorities. On a regular basis AT&T will provide Sprint CLEC with mutually agreed upon performance measurement data that substantiates the accuracy, reliability, and integrity of the billing process for local billing. In return, Sprint CLEC will pay all bills received from AT&T in full by the payment due date.

3.3 Local billing discrepancies will be addressed in an orderly manner via a mutually agreed upon billing exemption process.

3.3.1 Each Party agrees to notify the other Party upon identifying a billing discrepancy. The Parties shall endeavor to resolve any billing discrepancy within sixty (60) calendar days of the notification date. A mutually agreed upon escalation process will be established for resolving local billing discrepancies as part of the billing quality assurance program.

3.3.2 Closure of a specific billing period will occur by joint agreement of the Parties whereby the Parties agree that such billing period is closed to any further analysis and financial transactions except those resulting from regulatory mandates. Closure will take place within a mutually agreed upon time interval from the Bill Date. The month being closed represents those charges that were billed or should have been billed by the designated Bill Date.

4. BONA FIDE BILLING DISPUTES

4.1 A Bona Fide Billing Dispute means a dispute of a specific amount of money actually billed by AT&T. The dispute must be clearly explained by Sprint and supported by written documentation from Sprint, which clearly shows the basis for Sprint's dispute of the charges. The dispute must be itemized to show the account and end user identification number against which the disputed amount applies. By way of example and not by limitation, a Bona Fide Dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a Bona Fide Dispute include the refusal to pay other amounts owed by Sprint until the dispute is resolved. Claims by Sprint for damages of any kind will not be considered a Bona Fide Dispute for purposes of this Section 4.1. Once the Bona Fide Dispute is resolved by AT&T, Sprint

will make immediate payment on any of the disputed amount owed to AT&T or AT&T shall have the right to pursue normal treatment procedures. Any credits due to Sprint, pursuant to the Bona Fide Dispute, will be applied to Sprint's account by AT&T immediately upon resolution of the dispute.

4.2 Where the Parties have not agreed upon a billing quality assurance program, Bona Fide Billing Disputes shall be handled pursuant to the terms of this section.

4.2.1 Each Party agrees to notify the other Party in writing upon the discovery of a Bona Fide Billing Dispute. In the event of a Bona Fide Billing Dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If AT&T rejects Sprint's Bona Fide Billing Dispute, AT&T assumes the responsibility to provide Sprint with adequate justification for such rejection. Resolution of the Bona Fide Billing Dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:

4.2.2 If the Bona Fide Billing Dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the Bona Fide Billing Dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution.

4.2.3 If the Bona Fide Billing Dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.

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4.2.5 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provisions set forth in Section 4.

4.2.6 Any notice of Disputed Amounts given by AT&T to Sprint pursuant to Section 4.1 shall furnish Sprint written notice of: (i) the date of the bill in question, (ii) the account number or other identification of the bill in question, (iii) any telephone number, circuit ID number or trunk number in question, (iv) any USOC (or other descriptive information) questioned, (v) the amount billed, (vi) the amount in question, and (vii) the reason that AT&T disputes the billed amount. The Parties shall attempt to resolve Disputed Amounts appearing on current billing statement(s) in sixty (60) calendar days from the Bill Due Date (provided AT&T, furnishes all requisite information by the Bill Due Date) and Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute. If not resolved within sixty (60) calendar days, Sprint will notify AT&T of the status of the dispute and the expected resolution date.

4.3 If a Party disputes charges and the Bona Fide Billing Dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed

charges. Accordingly, if a Party disputes charges and the Bona Fide Billing Dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. AT&T shall only assess interest on previously assessed late payment charges in a state where it has authority pursuant to its tariffs.

4.4 Late payment charges will be assessed and paid in accordance with section 1.13 of this Attachment.

5. AUDITS AND EXAMINATIONS

Audits and examinations related to billing will be conducted in accordance with Section 22 of the General Terms and Conditions of this Agreement.

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7. CLEC BILLING PERFORMANCE MEASUREMENTS

In the event that the Parties do not agree upon a billing quality assurance program, billing standard measurement and performance requirements will be handled in accordance with Attachment 9 of this Agreement.

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9. OPTIONAL DAILY USAGE FILE

9.1 The AT&T Optional Daily Usage File (ODUF) provides electronic billing data for billable messages carried over the AT&T network, processed in the AT&T CRIS billing system and originated from a Sprint CLEC customer. ODUF contains messages alternately billed to a Sprint CLEC customer when using UNE, Resale and Interim Number Portability services. ODUF also includes electronic billing data for operator handled calls originating from Sprint CLEC's subscriber lines if Sprint CLEC purchases Operator Services from AT&T.

9.2 Upon written request from Sprint CLEC, AT&T will provide the Optional Daily Usage File (ODUF) service to Sprint CLEC pursuant to the terms and conditions set forth in this section.

9.3 Sprint CLEC shall furnish all relevant information required by AT&T for the provision of the Optional Daily Usage File.

9.4 Charges for delivery of the Optional Daily Usage File will appear on Sprint CLEC's monthly bills. The charges are as set forth in the applicable state Pricing Schedule.

9.5 The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

9.6 EMI compliant messages that error in the billing system of Sprint CLEC will be the responsibility of the Sprint CLEC. Any messages that are duplicates, misdirected or are non-EMI compliant should be handled through the existing Bona Fide Billing Dispute process described in Section 3 of this Attachment. AT&T will work with Sprint CLEC to determine the source of the errors and the appropriate resolution.

9.7 The following specifications shall apply to the Optional Daily Usage Feed.

9.7.1 Usage To Be Transmitted

9.7.1.1 The following messages recorded by AT&T will be transmitted to Sprint CLEC:

- Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)
- Measured billable Local
- Directory Assistance messages
- IntraLATA Toll
- WATS & 800 Service
- N11
- Information Service Provider Messages
- Operator Services Messages
- Operator Services Message Attempted Calls (Network Element only)
- Credit/Cancel Records
- Usage for Voice Mail Message Service

9.7.1.2 Rated Incollects (originated in AT&T and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with AT&T recorded rated and unrated usage. Rated Incollects will not be packed separately.

9.7.1.3 AT&T will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to Sprint CLEC.

9.7.1.4 In the event that Sprint CLEC detects a duplicate on Optional Daily Usage File they receive from AT&T, Sprint CLEC shall handle such duplicate message through the Bona Fide Billing Dispute process. Sprint CLEC shall not return the duplicate message to AT&T.

9.7.2 Physical File Characteristics

9.7.2.1 The Optional Daily Usage File will be distributed to Sprint CLEC via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

9.7.2.2 Data circuits (private line or dial-up) may be required between AT&T and Sprint CLEC for the purpose of data transmission. Where a dedicated line is required, Sprint CLEC will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with AT&T. Sprint CLEC will also be responsible for any charges associated with this line. Equipment required on the AT&T end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the AT&T data center by AT&T and the associated charges assessed to Sprint CLEC. Additionally, all message toll charges associated with the use of the dial circuit by Sprint CLEC will be the responsibility of Sprint CLEC. Associated equipment on the AT&T end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on Sprint CLEC end for the purpose of data transmission will be the responsibility of Sprint CLEC.

9.7.3 Packing Specifications

9.7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

9.7.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Sprint CLEC which AT&T RAO that is sending the message. AT&T and Sprint CLEC will use the invoice sequencing to control data exchange. AT&T will be notified of sequence failures identified by Sprint CLEC and resend the data as appropriate.

The data will be packed using ATIS EMI records.

9.7.4 Pack Rejection

9.7.4.1 Sprint CLEC will notify AT&T within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. Sprint CLEC will not be required to return the actual rejected data to AT&T. Rejected packs will be corrected and retransmitted to Sprint CLEC by AT&T.

9.7.5 Control Data

Sprint CLEC will send one confirmation record per pack that is received from AT&T. This confirmation record will indicate Sprint CLEC received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by Sprint CLEC for reasons stated in the above section.

9.7.6 Testing

9.7.6.1 Upon request from Sprint CLEC, AT&T shall send test files to Sprint CLEC for the Optional Daily Usage File. The Parties agree to review and discuss the file's content and/or format. For testing of usage results, AT&T shall request that Sprint CLEC set up a production (LIVE) file. The live test may consist of Sprint CLEC's employees making test calls for the types of services Sprint CLEC requests on the Optional Daily Usage File. These test calls are logged by Sprint CLEC, and the logs are provided to AT&T. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

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ATTACHMENT 7a

RECORDING

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**ATTACHMENT 7a - RECORDING
(RECORDING, MESSAGE PROCESSING AND
PROVISION OF INTEREXCHANGE CARRIER TRANSPORTED
MESSAGE DETAIL ATTACHMENT)**

1. INTRODUCTION

1.1 This Attachment sets forth the terms and conditions under which AT&T-13STATE will provide recording, message processing and message detail services to a Facility-Based Provider as described in **Exhibit I** and **Exhibit II**, Exhibits I and II are part of this Attachment by reference. The terms and conditions under this Attachment will also apply when the Facility-Based Provider is the Recording Company.

1.1.1 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

1.1.2 AT&T-2STATE - As used herein, AT&T-2STATE means AT&T CALIFORNIA and AT&T NEVADA, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.

1.1.3 AT&T-13STATE - As used herein, AT&T-13STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE, AT&T-2STATE and AT&T CONNECTICUT the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.1.4 AT&T CONNECTICUT - As used herein, AT&T CONNECTICUT means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.1.5 AT&T MIDWEST REGION 5-STATE - As used herein, AT&T MIDWEST REGION 5-STATE means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.1.6 AT&T SOUTHWEST REGION 5-STATE - As used herein, AT&T SOUTHWEST REGION 5-STATE means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

2. DEFINITIONS

- 2.1 **“Access Usage Record” (AUR)** - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).
- 2.2 **“Assembly and Editing”** - the aggregation of recorded customer message details to create individual message records and the verification that all necessary information required ensuring all individual message records meet industry specifications is present.
- 2.3 **“Billing Company”** - the company that bills End Users for the charges incurred in originating and terminating IXC transported calls.
- 2.4 **“Billable Message”** - a message record containing details of a completed IXC transported call which is used to bill an end user.
- 2.5 **“Centralized Message Distribution System” (CMDS)** - the national network of private line facilities used to exchange Exchange Message Interface (EMI) formatted billing data between AT&T-13STATE and the Billing Company.
- 2.6 **“Data Transmission”** - the forwarding by AT&T-13STATE of IXC transported toll message detail and/or access usage record detail in EMR format over data lines or on magnetic tapes to the appropriate Billing Company.
- 2.7 **“Exchange Message Interface” (EMI)** - Industry standard message format as described in accordance with the Telcordia Practice BR010-200-010 developed for the interexchange of telecommunications message information.
- 2.8 **“Interexchange Carrier” (IXC)** - A third party transmission provider that carries long distance voice and non-voice traffic between user locations for a related recurring fee. IXCs provide service interstate and intrastate. In some states IXCs are permitted to operate within a LATA.
- 2.9 **“Interexchange Carrier Transported”** - telecommunications services provided by an IXC or traffic transported by facilities belonging to an IXC.
- 2.10 **“Local Access and Transport Area” (LATA)** - service areas defined in FCC Docket 78-72.
- 2.11 **“Message Processing”** - the creation of individual EMI formatted billable message detail records from individual recordings that reflect specific billing detail for use in billing the End User and/or access usage records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure message detail and access usage records are consistent with CMDS specifications.
- 2.12 **“Originating Local Exchange Carrier Company”** - the company whose local exchange telephone network is used to originate calls thereby providing originating exchange access to IXCs.
- 2.13 **“Provision of Message Detail”** - the sorting of all billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files

for data transmission to CLEC for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through AT&T-13STATE's internal network or national CMDS.

- 2.14 **“Record”** - a logical grouping of information as described in the programs that process information and create the data files.
- 2.15 **“Recording”** - the creation and storage on magnetic tape or other medium of the basic billing details of a message in Automatic Message Accounting (AMA) format converted to EMI layout.
- 2.16 **“Service Switching Point” (SSP)** - a signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 2.17 **“Recording Company”** - the company that performs the functions of recording and message processing of Interexchange Carrier (IXC) transported messages and the provision of message detail.
- 2.18 **“Switching Control Point” (SCP)** - the real time database system that contains routing instructions for 800 calls. In addition to basic routing instructions, the SCP may also provide vertical feature translations, i.e., time of day, day of week routing, out of area screening and/or translation of the dialed 800 number to its assigned working telephone number.
- 2.19 **“800 SCP Carrier Access Usage Summary Record” (SCP Record)** - a summary record which contains information concerning the quantity and types of queries launched to an AT&T-13STATE SCP.
- 2.20 **“Terminating Local Exchange Carrier Company”** - the company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange access to IXCs.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 AT&T-13STATE will record all IXC transported messages for CLEC carried over all Feature Group Switched Access Services that are available to AT&T-13STATE provided recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by AT&T-13STATE-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by AT&T-13STATE.
- 3.2 AT&T-13STATE will perform assembly and editing, message processing and provision of applicable access usage record detail for IXC transported messages if the messages are recorded by AT&T-13STATE.
- 3.3 AT&T-13STATE will provide access usage records that are generated by AT&T-13STATE.
- 3.4 Assembly and editing will be performed on all IXC transported messages recorded by AT&T-13STATE, during the billing period established by AT&T-13STATE and selected by CLEC.
- 3.5 Standard EMI record formats for the provision of billable message detail and access usage record detail will be established by AT&T-13STATE and provided to CLEC.

- 3.6 Recorded billable message detail and access usage record 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.
- 3.7 AT&T-13STATE 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.
- 3.8 In **Exhibit II**, 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, except for AT&T-2STATE. For AT&T-2STATE, CLEC will identify the location and number of times each month the information should be provided via Attachment Data Exchange’s Technical Requirements Form document. AT&T-13STATE reserves the right to limit the frequency of transmission to existing AT&T-13STATE processing and work schedules, holidays, etc.
- 3.9 AT&T-13STATE will determine the number data files required to provide the access usage record detail to CLEC.
- 3.10 Recorded billable message detail and/or access usage record detail previously provided CLEC and lost or destroyed through no fault of AT&T-13STATE will not be recovered and made available to CLEC except on an individual case basis at a cost determined by AT&T-13STATE.
- 3.11 When AT&T-13STATE receives rated billable messages from an IXC or another Local Exchange Carrier (LEC) that are to be billed by CLEC, AT&T-13STATE will forward those messages to CLEC.
- 3.12 AT&T-13STATE will record the applicable detail necessary to generate access usage records and forward them to CLEC for its use in billing access to the IXC.
- 3.13 When CLEC is the Recording Company, the CLEC agrees to provide its recorded billable messages detail and access usage record detail data to AT&T-13STATE under the same terms and conditions of this Attachment.

4. BASIS OF COMPENSATION

- 4.1 AT&T-13STATE as the Recording Company, agrees to provide recording, assembly and editing, message processing and provision of message detail for Access Usage Records (AURs) ordered/required by the CLEC in accordance with this Attachment on a reciprocal, no-charge basis. CLEC, as the Recording Company, agrees to provide any and all Access Usage Records (AURs) required by AT&T-13STATE 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 Multiple Exchange Carrier Access Billing (MECAB) document.

5. LIABILITY

- 5.1 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.

- 5.2 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.
- 5.3 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.
- 5.4 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.
- 5.5 Each Party agrees to defend, indemnify, and hold harmless the other Party from any and all losses, damages, or other liability, including attorney fees, that it may incur as a result of claims, demands, or other suits brought by any party that arise out of the use of this service by the other Party, its customers or end users.
- 5.6 Each Party also agrees to release, defend, indemnify and hold harmless the other Party from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by the Party's employees and equipment associated with provision of this service. This includes, but is not limited to suits arising from disclosure of any customer specific information associated with either the originating or terminating numbers used to provision this service.
- 5.7 Each Party also agrees to release, defend, indemnify and hold harmless the Recording Company from any claim, demand or suit to perform under this Agreement should any regulatory body or any State or Federal Court find the existing terms of this contract to either be illegal, unenforceable, against public policy, or improper for the Recording Company.
- 5.8 Each Party makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. Additionally, each Party assumes no responsibility with regard to the correctness of the data supplied when this data is accessed and used by a third party.

EXHIBIT I SERVICES

The attached pages of this Exhibit show the service options that are offered under this Agreement.

EXPLANATION OF SERVICE OPTIONS

ORIGINATING 1+ DDD RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

- Option #1:** This option has been withdrawn.
- Option #2:** The Recording Company performs recording, assembly and editing of the billable message detail and extracts that detail to the IXC for all 1+ IXC transported messages originating from the CLEC end office. The Recording Company creates Access Usage Records for this traffic and forwards those AUR records to the CLEC.
- Option #3:** The Interexchange Carriers do own billable message recording for their 1+ IXC transported messages originating from the CLEC end office. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.

ORIGINATING OPERATOR RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

- Option #4:** CLEC Non-Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for the CLEC. The Recording Company performs recording at the operator switch for all 0+, 0-, Coin Sent Paid, CAMA and International IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.
- Option #5:** CLEC Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for the CLEC. The Recording Company performs recording at the operator switch for 0- only IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.
- Option #6:** This option has been withdrawn.
- Option #7:** This option has been withdrawn.

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL

- Option #8:** Recording Company performs SSP function for CLEC end office and bills query charge to the appropriate Interexchange Carrier. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards AUR records to CLEC.
- Option #9:** This option has been withdrawn.

Option #10: Recording Company performs SCP function for CLEC. The Recording Company performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to the CLEC.

TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS

Option #11: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B, Feature Group C and Feature Group D terminating usage recordings including Feature Group B over D and Feature Group C over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option #12: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B terminating usage recordings excluding B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option #13: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B terminating usage recordings including Feature Group B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option #14: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D and C over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option #15: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

EXHIBIT II**INVOICE DESIGNATION**

COMPANY NAME:

EXCHANGE COMPANY I.D. NUMBER (OCN):

BILLABLE INVOICE INTERVAL:

Check One:

☐ Daily (Full Status RAO Companies will receive billable messages daily, Monday-Friday excluding holidays.)

☐ Bill period (Please choose a maximum of five dates for **AT&T SOUTHWEST REGION 5-STATE**. A file will be created approximately 3 to 5 workdays after the chosen bill date(s):

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

AUR INVOICE INTERVAL:

Check One:

☐ Daily (Full Status RAO Companies will receive AURs daily, Monday-Friday except holidays.)

☐ Bill period (Please choose a maximum of five dates for **AT&T SOUTHWEST REGION 5-STATE**. A file will be created approximately 3 to 5 workdays after the chosen bill date(s):

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

ATTACHMENT 8

OCCUPANCY PERMIT

for

RIGHTS OF WAY (ROW), CONDUITS, AND POLE ATTACHMENTS

C O N T E N T S

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APPENDICES

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EXHIBITS

- I. ADMINISTRATIVE FORMS AND NOTICES**

RIGHTS OF WAY (ROW), CONDUITS AND POLE ATTACHMENTS

This Attachment, together with the General Terms and Conditions Sections of this Agreement, sets forth the terms and conditions under which AT&T shall afford to Sprint access to AT&T's Poles, Ducts, Conduits and Rights-of-Way, pursuant to the Act

1. DEFINITIONS

Definitions in General. Except as the context otherwise requires, the terms defined in this Attachment shall, as used herein, have the meanings set forth in this Section 1.

- 1.1 **Anchor.** The term Anchor refers to 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, as distinguished from Anchors which are owned and controlled by other persons or entities.
- 1.2 **Anchor/Guy Strand.** The term Anchor/Guy Strand refers to 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.
- 1.3 **Application.** The process of requesting information related to records, Pole and/or Conduit availability, or make-ready requirements for AT&T 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.
- 1.4 **Communications Act of 1934.** The terms Communications Act of 1934 and Communications Act refer to the Communications Act of June 19, 1934, 48 Stat. 1064, as amended, including the provisions codified as 47 U.S.C. Sections 151 et seq. The Communications Act includes the Pole Attachment Act of 1978, as defined in 1.23 following.
- 1.5 **Assigned.** The term Assigned, when used with respect to Conduit or Duct space or Poles, refers to 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 or a new entrant, within twelve (12) months of the space being Assigned.
- 1.6 **Available.** The term Available, when used with respect to Conduit or Duct space or Poles, refers to any usable space in such Conduit or Duct or on such Pole not Assigned to a specific provider at the applicable time.

- 1.7 Conduit. The term Conduit means a structure containing one or more Ducts, usually placed in the ground, in which cables or wires may be installed.
- 1.8 Conduit Occupancy. The terms Conduit Occupancy and Occupancy refer to the presence of wire, cable, optical conductors, or other Facilities within any portion of AT&T's Conduit System.
- 1.9 Conduit System. The term Conduit System refers to any combination of Ducts, Conduits, Manholes, and Handholes joined to form an integrated whole. In this Agreement, the term refers to Conduit Systems owned or controlled by AT&T.
- 1.10 Cost. The term Cost as used herein refers to charges made by AT&T to Sprint for specific work performed, and shall be (a) the actual charges made by subcontractors to AT&T for work and/or, (b) if the work was performed by AT&T employees, the rates set forth in the Price Schedule of the General Terms and Conditions of AT&T.
- 1.11 Duct. The term Duct refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other Facilities. As used in this Agreement, the term Duct includes Inner-ducts created by subdividing a Duct into smaller channels.
- 1.12 Facilities. The terms facility and Facilities refer to any property or equipment utilized in the provision of telecommunication services.
- 1.13 The acronym FCC refers to the Federal Communications Commission.
- 1.14 Handholes. The term Handhole refers to 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.
- 1.15 Inner-Duct. The term Inner-duct refers to a pathway created by subdividing a Duct into smaller channels.
- 1.16 Joint User. The term Joint User refers to a utility which has entered into an agreement with AT&T providing reciprocal rights of attachment of Facilities owned by each party to the Poles, Ducts, Conduits and Rights-of-Way owned by the other party.
- 1.17 Lashing. The term Lashing refers to the attachment of a Sprint Sheath or Inner-duct to a supporting strand.
- 1.18 Occupancy Permit. The term Occupancy Permit refers to any Occupancy Permit issued pursuant to this Agreement and may, if the context requires, refer to Conduit Occupancy or Pole attachment Occupancy Permits issued by AT&T prior to the date of this Agreement.
- 1.19 Attaching Party. The term Attaching Party refers to a third person or entity which has entered or may enter into an agreement or arrangement with AT&T permitting such person or entity to place its Facilities in AT&T's Conduit System or attach its Facilities to AT&T's Poles or Anchors.
- 1.20 Make-Ready Work. The term Make-Ready Work refers to all work performed or to be performed to prepare AT&T's Conduit Systems, Poles or Anchors and related Facilities for the requested Occupancy or attachment of Sprint'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 Sprint's Facilities and not to meet AT&T'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'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 Sprint's Facilities.

- 1.21 Manhole. The term Manhole refers to 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.
- 1.22 Occupancy. The term occupancy shall refer to the physical presence of telecommunication Facilities in a Duct, on a Pole, or within a Right-of-way.
- 1.23 Owner. The term Owner is defined as the person in whom is vested the ownership, or title of property; proprietor.
- 1.24 Person Acting on Sprint's Behalf. The terms Person Acting on Sprint's Behalf, personnel performing work on Sprint's behalf, and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms Person Acting on Sprint's Behalf, personnel performing work on Sprint's behalf, and similar terms specifically include, but are not limited to, Sprint, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by Sprint and their respective officers, directors, employees, agents, and representatives.
- 1.25 Person Acting on AT&T's Behalf. The terms Person Acting on AT&T's Behalf, personnel performing work on AT&T's behalf, and similar terms include both natural persons and firms and ventures of every type, including but not limited to corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms Person Acting on AT&T's Behalf, personnel performing work on AT&T's behalf, and similar terms specifically include, but are not limited to, AT&T, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request or on behalf of AT&T and their respective officers, directors, employees, agents, and representatives.
- 1.26 Pole. The term Pole refers to both utility Poles and Anchors but only to those utility Poles and Anchors owned or controlled by AT&T, and does not include utility Poles or Anchors with respect to which AT&T has no legal authority to permit attachments by other persons or entities.
- 1.27 Pole Attachment Act. The terms Pole Attachment Act and Pole Attachment Act of 1978 refer to those provisions of the Communications Act of 1934, as amended, now codified as 47 U.S.C. § 224.
- 1.28 Pre-Occupancy Permit Survey. The term Pre-Occupancy Permit Survey refers to 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

Sprint's Facilities and to determine what Make-Ready Work, if any, is required to prepare the Pole, Conduit or Conduit System to accommodate Sprint's Facilities.

- 1.29 Right-of-Way (ROW). The term Right-of-Way refers to 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 Right of Way 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.
- 1.30 Sheath. The term Sheath refers to a single outer covering containing communications wires, fibers, or other communications media.
- 1.31 Spare Capacity. The term Spare Capacity refers to 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, Sprint, or a Third Party for maintenance, repair, or emergency restoration.
- 1.32 Intentionally left blank.
- 1.33 Third Party. The terms Third Party and third parties refer to persons and entities other than Sprint and AT&T. Use of the term Third Party does not signify that any such person or entity is a party to this Agreement or has any contractual rights hereunder.

2. SCOPE OF AGREEMENT

- 2.1 Undertaking of AT&T. AT&T shall provide Sprint with equal and nondiscriminatory access to Poles, Conduits, Ducts, and Rights-of-Way on terms and conditions equal to those provided by AT&T to itself or to any other telecommunications service provider. Further, AT&T shall not withhold or delay assignment of such Facilities to Sprint because of the potential or forecasted needs of itself or other parties.
- 2.2 Attachments and Occupancies Authorized by this Agreement. AT&T shall issue one or more Occupancy Permits to Sprint authorizing Sprint to attach Facilities to AT&T's owned or controlled Poles and to place Facilities within AT&T's owned or controlled Conduits, Ducts or Rights-of-Way under the terms and conditions set forth in this Section and the Telecommunications Act of 1996.
 - 2.2.1 Unless otherwise provided herein, authority to attach Facilities to AT&T's owned or controlled Poles, to place Facilities within AT&T's owned or controlled Conduits, Ducts or Rights-of-Way shall be granted only in individual Occupancy Permits granted under this Agreement and the placement or use of such Facilities shall be determined in accordance with such Occupancy Permits and procedures established in this Agreement.
 - 2.2.2 Sprint agrees that its attachment of Facilities to AT&T's owned or controlled Poles, Occupancy of AT&T's owned or controlled Conduits, Ducts or Rights-of-Way shall take place pursuant to the licensing procedures set forth herein, and AT&T agrees that it shall not unreasonably withhold or delay issuance of such Occupancy Permits.
 - 2.2.3 Sprint may not sublease or otherwise authorize any Third Party to use any part of the AT&T Facilities licensed to Sprint under this Attachment, except that Sprint may lease its own Facilities

- to third parties. Notwithstanding the above, upon notice to AT&T, Sprint may permit Third Parties who have an agreement with AT&T to overlash to existing Sprint attachments in accordance with the terms and conditions of such Third Party's agreement with AT&T, and Sprint may lease dark fiber to a Third Party.
- 2.3 **Occupancy Permits.** Subject to the terms and conditions set forth in this Agreement, AT&T shall issue to Sprint one or more Occupancy Permits authorizing Sprint to place or attach Facilities in or to specified Poles, Conduits, Ducts or Rights-of-Way owned or controlled by AT&T located within this state on a first come, first served basis. AT&T may deny an Occupancy Permit Application if AT&T determines that the Pole, Conduit or Duct space specifically requested by Sprint is necessary to meet AT&T's plans that are anticipated/projected for the next 1-year planning period, or is licensed by AT&T to another Attaching Party, or is otherwise unavailable based on engineering concerns. AT&T shall provide written notice to Sprint within a reasonable time specifying in detail the reasons for denying Sprint's request. AT&T shall have the right to designate the particular Duct(s) to be occupied, the location and manner in which Sprint's Facilities will enter and exit AT&T's Conduit System and the specific location and manner of installation for any associated equipment which is permitted by AT&T to occupy the Conduit System.
- 2.4 **Access and Use of Rights-of-Way.** AT&T acknowledges that it is required by the Telecommunications Act of 1996 to afford Sprint access to and use of all associated Rights-of-Way to any sites where AT&T's owned or controlled Poles, Manholes, Conduits, Ducts or other parts of AT&T's owned or controlled Conduit Systems are located.
- 2.4.1 AT&T shall provide Sprint with access to and use of such Rights-of-Way to the same extent and for the same purposes that AT&T may access or use such Rights-of-Way, 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 Occupancy Permits have been issued, provided that any agreement with a Third Party under which AT&T holds such rights expressly or impliedly grants AT&T the right to provide such rights to others.
- 2.4.2 Where AT&T notifies Sprint that AT&T's agreement with a Third Party does not expressly or impliedly grant AT&T the ability to provide such access and use rights to others, upon Sprint's request, AT&T will use its best efforts to obtain the Owner's consent and to otherwise secure such rights for Sprint. Sprint agrees to reimburse AT&T for the reasonable and demonstrable Costs incurred by AT&T in obtaining such rights for Sprint.
- 2.4.3 In cases where a Third Party agreement does not grant AT&T the right to provide access and use rights to others as contemplated in 2.4.1 and AT&T, despite its best efforts, is unable to secure such access and use rights for Sprint in accordance with 2.4.2, or, in the case where Sprint elects not to invoke its rights under 2.4.1 or 2.4.2, Sprint shall be responsible for obtaining such permission to access and use such Rights-of-Way. AT&T shall cooperate with Sprint in obtaining such permission and shall not prevent or delay any Third Party assignment of ROW's to Sprint.
- 2.4.4 Where AT&T has any ownership or Rights-of-Way to buildings or building complexes, or within buildings or building complexes, AT&T shall offer to Sprint through an Occupancy Permit or other attachment:

- 2.4.4.1 The right to use any Available space owned or controlled by AT&T in the building or building complex to install Sprint equipment and Facilities; and
- 2.4.4.2 Ingress and egress to such space.
- 2.4.5 Except to the extent necessary to meet the requirements of the Telecommunications Act of 1996, neither this Agreement nor any Occupancy Permit granted hereunder shall constitute a conveyance or assignment of any of either party's rights to use any public or private Rights-of-Way, and nothing contained in this Agreement or in any Occupancy Permit 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 Rights-of-Way.
- 2.5 No Effect on AT&T's Right to Convey Property. Nothing contained in this Agreement or in any Occupancy Permit issued hereunder shall in any way affect the right of AT&T 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 Sprint has attached or placed Facilities pursuant to Occupancy Permits issued under this Agreement provided however that AT&T shall give Sprint reasonable advance written notice of such intent to convey.
- 2.6 No Effect on AT&T's Rights to Manage its Own Facilities. This Agreement shall not be construed as limiting or interfering with AT&T's rights set forth below, except to the extent expressly provided by the provisions of this Agreement or Occupancy Permits issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:
 - 2.6.1 To locate, relocate, move, replace, modify, maintain, and operate AT&T's own Facilities within AT&T's Conduits, Ducts or rights-of way or any of AT&T's Facilities attached to AT&T's Poles at any time and in any reasonable manner which AT&T deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or
 - 2.6.2 To enter into new agreements or arrangements with other persons or entities permitting them to attach or place their Facilities to or in AT&T's Poles, Conduits or Ducts; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not substantially interfere with Sprint's Pole attachment, Conduit Occupancy or ROW use, rights provided by Occupancy Permits issued pursuant to this Agreement.
- 2.7 No Effect on Sprint's Rights to Manage its Own Facilities. This Agreement shall not be construed as limiting or interfering with Sprint's rights set forth below, except to the extent expressly provided by the provisions of this Agreement or Occupancy Permits issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:
 - 2.7.1 To locate, relocate, move, replace, modify, maintain, and operate its own Facilities within AT&T's Conduits, Ducts or Rights-of-Way or its Facilities attached to AT&T's Poles at any time and in any reasonable manner which Sprint deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or
 - 2.7.2 To enter into new agreements or arrangements with other persons or entities permitting Sprint to attach or place its Facilities to or in such other persons' or entities' Poles, Conduits or Ducts, or Rights-of-Way; provided, however, that such relocations, moves, replacements,

modifications, maintenance and operations or new agreements or arrangements shall not conflict with Sprint's obligations under Occupancy Permits issued pursuant to this Agreement.

- 2.8 No Right to Interfere with Facilities of Others. The provisions of this Agreement or any Occupancy Permit issued hereunder shall not be construed as authorizing either party to this Agreement 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 Agreement or any Occupancy Permit issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.
- 2.8.1 Sprint acknowledges that the Facilities of persons or entities other than AT&T and Sprint may be attached to or occupy AT&T's Poles, Conduits, Ducts and Rights-of-Way.
- 2.8.2 AT&T shall not attach, or give permission to any third parties to attach Facilities to, existing Sprint Facilities without Sprint's prior written consent. If AT&T becomes aware of any such unauthorized attachment to Sprint Facilities, AT&T shall notify Sprint of any such unauthorized attachments. AT&T shall coordinate with Sprint, and AT&T shall use its best efforts to rectify the situation.
- 2.8.3 With respect to Facilities occupied by Sprint or the subject of an Application for attachment by Sprint, AT&T will give to Sprint 60 calendar days' written notice for Conduit extensions or reinforcements, 60 calendar days' written notice for Pole line extensions, 60 calendar days' written notice for Pole replacements, and 60 calendar days' written notice of AT&T's intention to construct, reconstruct, expand or place such Facilities or of AT&T's intention not to maintain or use any existing facility. Where AT&T elects to abandon or remove AT&T Facilities, the Facilities will be offered to existing occupants on a first-in, first-right to maintain basis. The party first electing to exercise this option will be required to execute the appropriate agreement with AT&T to transfer (purchase agreement) ownership from AT&T to new party, subject to then-existing Occupancy Permits pertaining to such Facilities. If no party elects to maintain such Facilities, all parties will be required to remove their existing Facilities within ninety (90) calendar days of written notice from AT&T. If an emergency or provisions of an applicable joint use agreement require AT&T to construct, reconstruct, expand or replace Poles, Conduits or Ducts occupied by Sprint or the subject of an Application for attachment by Sprint, AT&T will notify Sprint as soon as reasonably practicable of such proposed construction, reconstruction, expansion or replacement to enable Sprint, 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 Sprint.
- 2.8.4 Upon Sprint's request and at its expense, AT&T shall remove any retired cable from Conduit Systems to accommodate Sprint's Facilities and allow for the efficient use of Conduit space within a reasonable period of time. AT&T retains salvage rights on any cable removed. In order to safeguard its structures and Facilities, AT&T reserves the right to remove retired cables and is under no obligation to allow Attaching Party 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. If the parties are unable to agree, on such removal arrangements, the matter may be resolved pursuant to the Dispute Resolution procedure set forth in the General Terms and Conditions of this Agreement.

2.8.5 AT&T shall allow Sprint to reserve spares and space for maintenance and emergency purposes as permitted by federal or state legal or regulatory authority.

2.9 Assignment of Space. Assignment of space on Poles, in Conduits or Ducts and within ROW's will be made pursuant to Occupancy Permits granted by AT&T on an equal basis to AT&T, Sprint and other telecommunication service providers.

3. REQUIREMENTS AND SPECIFICATIONS

3.1 Published Standards Incorporated in this Section by Reference. Sprint 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, each of which is incorporated by reference as part of this Section :

3.1.1 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";

3.1.2 The National Electrical Code (NEC);

3.1.3 The National Electrical Safety Code (NESC);

3.1.4 California Public Utility Commission's General Orders 95 and 128 for attachments to Pacific Bell Telephone Company poles, ducts, conduits and rights of way; and

3.1.5 the AT&T Structure Access Guidelines.

3.2 Changes in Published Standards. Sprint agrees to rearrange its Facilities in accordance with changes in the standards published in the publications specified in Article 3.1 of this Agreement if required by law to do so or upon the mutual agreement of the parties.

3.3 Additional Electrical Design Specifications. Sprint agrees that, in addition to specifications and requirements referred to in Article 3.1 above, Sprint's Facilities placed in AT&T's Conduit System shall meet all of the following electrical design specifications:

3.3.1 No facility shall be placed in AT&T's Conduit System in violation of FCC regulations.

3.3.2 Sprint's Facilities placed in AT&T's Conduit System shall not be designed to use the earth as the sole conductor for any part of Sprint's circuits.

3.3.3 Sprint's Facilities carrying more than 50 volts AC (rms) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded Sheath or shield.

3.3.4 No coaxial cable of Sprint shall occupy a Conduit System containing AT&T's cable unless such cable of Sprint meets the voltage limitations of Article 820 of the National Electrical Code.

3.3.5 Sprint's coaxial cable may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half amperes and where such cable has two 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.

- 3.3.6 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.
- 3.4 Additional Physical Design Specifications. Sprint's Facilities placed in AT&T's Conduit System must meet all of the following physical design specifications:
- 3.4.1 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's Conduit or Ducts.
- 3.4.2 The integrity of AT&T's Conduit System and overall safety of AT&T's personnel and other personnel working in AT&T's Conduit System requires that "dielectric cable" be required when Sprint'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.
- 3.4.3 New construction splices in Sprint's fiber optic and twisted pair cables shall be located in Manholes, pull boxes or Handholes.
- 3.5 Additional Specifications Applicable to Connections. The following specifications apply to connections of Sprint's Conduit to AT&T's Conduit System:
- 3.5.1 Sprint will be permitted to connect its Conduit or Duct only at the point of an AT&T Manhole. No attachment will be made by entering or breaking into Conduit between Manholes. All necessary work to install Sprint Facilities will be performed by Sprint or its contractor at Sprint's expense. In no event shall Sprint or its contractor "core bore" or make any other modification to AT&T Manhole(s) without the prior written approval of AT&T, which approval will not be unreasonably delayed or withheld.
- 3.5.2 AT&T may monitor, at Sprint's expense, the entrance and exit of Sprint's facilities into AT&T's Manholes and the placement of Sprint's Facilities in AT&T's Manholes.
- 3.5.3 If Sprint constructs or utilizes a Duct connected to AT&T's Manhole, the Duct and all connections between that Duct and AT&T's Manhole shall be sealed, to the extent practicable, to prevent the entry of gases or liquids into AT&T's Conduit System. If Sprint'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's Conduit System.
- 3.6 Requirements Relating to Personnel, Equipment, Material, and Construction Procedures Generally. Duct clearing, rodding or modifications required to grant Sprint access to AT&T's Conduit Systems may be performed by AT&T at Sprint's expense at charges which represent AT&T's actual Costs. Alternatively (at Sprint's option) such work may be performed by a contractor who demonstrates compliance with AT&T certification requirements, which certification requirements shall be consistent with F.C.C. rules. The parties acknowledge that Sprint, its contractors, and other persons acting on Sprint's behalf will perform work for Sprint (e.g., splicing Sprint's Facilities) within AT&T's Conduit System. Sprint represents and warrants that neither Sprint nor any Person Acting on Sprint's Behalf shall permit any person to climb or work on or in any of AT&T's Poles or to enter AT&T's Manholes or work within AT&T'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.

- 3.6.1 Sprint's Facilities within AT&T's Conduit System shall be constructed, placed, rearranged, modified, and removed upon receipt of Occupancy Permit specified in 5.1. However, no such Occupancy Permit will be required for the inspection, maintenance, repair or non-physical modifications of Sprint's Facilities.
- 3.6.2 "Rodding" or clearing of Ducts in AT&T's Conduit System shall be done only when specific authorization for such work has been obtained in advance from AT&T, which authorization shall not be unreasonably delayed or withheld by AT&T. The parties agree that such rodding or clearing shall be performed according to existing industry standards and practices. Sprint may contract with AT&T for performance of such work or (at Sprint's option) with a contractor who demonstrates compliance with AT&T certification requirements.
- 3.6.3 Personnel performing work on AT&T's or Sprint's behalf in AT&T'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's Conduit System.
- 3.6.4 Personnel performing work on AT&T's or Sprint's behalf within AT&T'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.
- 3.6.5 All of Sprint's Facilities shall be firmly secured and supported in accordance with Telcordia Technologies, f/k/a Bell Communications Research, Inc. (BellCore") and industry standards.
- 3.6.6 Identification of Facilities in Conduit/Manholes. Sprint's Facilities shall be plainly identified with Sprint's name in each Manhole with a firmly affixed permanent tag that meets standards set by AT&T for its own Facilities.
 - 3.6.6.1 Identification of Pole Attachments. Sprint's Facilities attached to AT&T Poles shall be plainly identified with Sprint's name firmly affixed at each Pole by a permanent tag that meets industry standards.
- 3.6.7 Manhole pumping and purging required in order to allow Sprint's work operations to proceed shall be performed by a vendor approved by AT&T in compliance with AT&T 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.
- 3.6.8 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.
- 3.6.9 Any leak detection liquid or device used by Sprint or personnel performing work on Sprint's Facilities within AT&T's Conduit System shall be of a type approved by AT&T or Telcordia Technologies, f/k/a Bell Communications Research, Inc. (BellCore").
- 3.6.10 When Sprint or personnel performing work on Sprint's behalf are working within or in the vicinity of any part of AT&T's Poles or Conduit System which is located within, under, over, or adjacent to streets, highways, alleys or other traveled Rights-of-Way, Sprint and all personnel performing work on Sprint's behalf shall follow procedures which Sprint deems appropriate for the protection of persons and property. Sprint shall be responsible, at all times,

for determining and implementing the specific steps required to protect persons and property at the site. Sprint will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger. AT&T shall have no responsibility for the safety of personnel performing work on Sprint's behalf, or for the safety of bystanders. Sprint also has responsibility for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes. AT&T reserves the right to suspend Sprint's activities on, in or in the vicinity of AT&T's Poles or Conduit System if, in AT&T's reasonable judgment, any hazardous condition arises due to the activity (including both acts and omissions) of Sprint or any personnel performing work on Sprint's behalf, which suspension shall cease when the condition has been rectified.

- 3.6.11 Except for protective screens, no temporary cover shall be placed by Sprint or personnel performing work on Sprint's behalf over an open Manhole unless it is at least four feet above the surface level of the Manhole opening.
- 3.6.12 Smoking or the use of any open flame is prohibited in AT&T's Manholes, in any other portion of AT&T's Conduit System, or within 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.
- 3.6.13 Artificial lighting, when required, will be provided by Sprint. Only explosion-proof lighting fixtures shall be used.
- 3.6.14 Neither Sprint nor personnel performing work on Sprint's behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in AT&T's Conduit System (including any Manhole) during work operations performed within or in the vicinity of AT&T's Conduit System.
- 3.6.15 Sprint will abide by any laws, regulations or ordinances regarding the use of spark producing tools, equipment or devices in AT&T's Manholes, in any other portions of AT&T's Conduit System, or within 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.
- 3.7 Opening of Manholes. The following requirements apply to the opening of AT&T's Manholes and the authority of AT&T personnel present when work on Sprint's behalf is being performed within or in the vicinity of AT&T's Conduit System.
 - 3.7.1 AT&T's Manholes shall be opened only as permitted by AT&T's authorized employees or agents, which permission shall not be unreasonably denied or delayed.
 - 3.7.2 Sprint shall notify AT&T forty-eight (48) hours in advance of any routine work operation requiring entry into any of AT&T's Manholes.
 - 3.7.3 Sprint shall be responsible for obtaining any necessary authorization from appropriate authorities to open Manholes for Conduit work operations therein.
 - 3.7.4 AT&T's authorized employee or agent shall not direct or control the conduct of Sprint's work at the work site. The presence of AT&T's authorized employee or agent at the work site shall not relieve Sprint or personnel performing work on Sprint's behalf of their responsibility to conduct all work operations within AT&T's Conduit System in a safe and workmanlike manner.

- 3.7.5 Although AT&T's authorized employee or agent shall not direct or control the conduct of Sprint's work at the work site, AT&T's employee or agent shall have the authority to suspend Sprint's work operations within AT&T's Conduit System if, in the reasonable discretion of such AT&T employee or agent, it appears that any hazardous conditions arise or any unsafe practices are being followed by Sprint or personnel performing work on Sprint's behalf.
- 3.8 OSHA Compliance: Notice to AT&T of Unsafe Conditions. Sprint agrees that:
- 3.8.1 Its Facilities shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act (OSHA) and all rules and regulations promulgated thereunder;
- 3.8.2 All persons acting on Sprint's behalf, including but not limited to Sprint's employees, agents, contractors, and subcontractors shall, when working on or within AT&T's Poles or Conduit System, comply with OSHA and all rules and regulations thereunder;
- 3.8.3 Sprint shall establish appropriate procedures and controls to assure compliance with all requirements of this section; and
- 3.8.4 Sprint (and any Person Acting on Sprint's Behalf) may report unsafe conditions on, in or in the vicinity of AT&T's Poles or Conduit System to AT&T.
- 3.9 Compliance with Environmental Laws and Regulations. Sprint acknowledges that, from time to time, environmental contaminants may enter AT&T's Conduit System and accumulate in Manholes or other Conduit Facilities and that certain Conduits (transite) are constructed with asbestos-containing materials. If AT&T has knowledge of the presence of such contaminants in a Conduit for which Sprint has applied for or holds a License, AT&T will promptly notify Sprint of such fact. Notwithstanding any of AT&T's notification requirements in this Attachment, Sprint acknowledges that some of AT&T'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, Sprint 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. AT&T makes no representations to Sprint or personnel performing work on Sprint's behalf that AT&T's Conduit System or any specific portions thereof will be free from environmental contaminants at any particular time. The acknowledgments and representations set forth in the two preceding sentences are not intended to relieve AT&T of any liability which it would otherwise have under applicable law for the presence of environmental contaminants in its Conduit Facilities. Sprint agrees to comply with the following provisions relating to compliance with environmental laws and regulations:
- 3.9.1 Sprint'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).
- 3.9.2 All persons acting on Sprint's behalf, including but not limited to Sprint's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of AT&T'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.

- 3.9.3 Sprint shall establish appropriate procedures and controls to assure compliance with all requirements of this section. AT&T 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 pursuant to this section will be provided in a timely manner.
- 3.9.4 Sprint and all personnel performing work on Sprint's behalf shall comply with such standards and practices as AT&T and Sprint may from time to time mutually agree to adopt to comply with environmental laws and regulations including, without limitation, AT&T Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures". Pursuant to this practice, neither Sprint nor AT&T nor personnel performing work on either party's behalf shall discharge water or any other substance from any AT&T 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 premises for storage or disposal.
- 3.10 Compliance with Other Governmental Requirements. Sprint agrees that its Facilities attached to AT&T'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. Sprint 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. Sprint shall establish appropriate controls to assure such compliance by all persons acting on Sprint's behalf, including but not limited to, Sprint's employees, agents, contractors, and subcontractors.
- 3.11 Differences in Standards or Specifications. To the extent that there may be differences in any applicable standards or specifications referred to in this Article 3, the most stringent standard or specification shall apply.
- 3.12 Sprint Solely Responsible for the Condition of Its Facilities. Sprint 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 shall have no duty to Sprint to inspect or monitor the condition of Sprint's Facilities (including but not limited to splices and other Facilities connections) located within AT&T's Conduit and Ducts or any attachment of Sprint's Facilities to AT&T's Poles, Anchors, Anchor/Guy Strands or other Pole Facilities. AT&T may, however, conduct such inspections and audits of its Poles and Conduit System as AT&T determines reasonable or necessary. Such inspection and audits shall be conducted at AT&T's expense with the exception of (1) follow-up inspection to confirm remedial action after an observed Sprint violation of the requirements of this Agreement; and (2) inspection of Sprint Facilities in compliance with a specific mandate of appropriate governmental authority for which inspections the Cost shall be borne by Sprint.

Either party may audit the other party's compliance with the terms of this Section. 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 or, where not readily identifiable, shall be reported to AT&T.

- 3.13 Efficient use of Conduit. AT&T 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.

4. ADDITIONAL LEGAL REQUIREMENTS

- 4.1 Third Party Property Owners. Occupancy Permits granted under this Attachment authorize Sprint to place Facilities in, or attach Facilities to, Poles, Conduits and Ducts owned or controlled by AT&T but do not affect the rights of landowners to control terms and conditions of access to their property.

- 4.1.1 Sprint agrees that neither Sprint nor any persons acting on Sprint's behalf, including but not limited to Sprint's employees, agents, contractors, and subcontractors, shall engage in any conduct which damages public or private property in the vicinity of AT&T'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 Sprint'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 Sprint's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).

- 4.2 Required Permits, Certificates and Occupancy Permits. Sprint 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.

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

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

- 4.3 Lawful Purposes. All Facilities placed by Sprint in AT&T's Conduit and Ducts or on AT&T's Poles, Anchors or Anchor/Guy Strands must serve a lawful purpose and the uses made of Sprint'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, Sprint shall not utilize any Facilities occupying or attached to AT&T'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.

5. FACILITIES AND OCCUPANCY PERMITS

- 5.1 Occupancy Permits Required. Before placing any Facilities in AT&T's Conduits or Ducts or attaching any Facilities to AT&T's Poles, Anchors or Anchor/Guy Strands, Sprint must first apply for and receive a written Occupancy Permit from AT&T.
- 5.2 Provision of Records and Information to Sprint. In order to obtain information regarding Facilities, Sprint shall make a written request to AT&T, 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 shall provide Sprint with information regarding the types, quantity and location (which may be provided by provision of route maps) and availability of AT&T Poles, Conduit and right-of-way located within the geographic area specified by Sprint. Provision of information under the terms of this section shall include the right of Sprint employees or agents to inspect and copy engineering records or drawings which pertain to those Facilities within the geographic area identified in Sprint's request. Such inspection and copying shall be done at a time and place listed in Appendix II of this agreement.
- 5.2.1 Charges associated with map preparation, viewing and assistance will be on a Time and Material basis as set forth in the following Applicable Tariffs:
- 5.2.1.1 **AT&T MIDWEST REGION 5-STATE** - FCC No. 2 Access Services Tariff, Section 13.1.1
- 5.2.1.2 **AT&T SOUTHWEST REGION 5-STATE** - FCC No. 73, Access Services Tariff, 2 Section 13.4.2(B)
- 5.2.1.3 **AT&T-2STATE** - FCC No. 1 Access Services Tariff, Section 13.1.1
- 5.2.1.4 **AT&T CONNECTICUT** - FCC No. 2 Access Services Tariff, Section 13.1.1
- 5.3 No Warranty of Record Information. Sprint acknowledges that records and information provided by AT&T pursuant to paragraph 5.2 may not reflect field conditions and that physical inspection is necessary to verify presence and condition of outside plant Facilities and Right-of-Way. In providing such records and information, AT&T assumes no liability to Sprint or any Third Party for errors/omissions contained therein.
- 5.4 Determination of Availability. AT&T shall provide Pole, Conduit and right-of-way availability information in response to a request from Sprint which identifies with reasonable specificity the Facilities for which such information is desired. Sprint may elect to be present at any field based survey of Facilities identified pursuant to this paragraph and AT&T shall provide Sprint at least forty-eight (48) hours notice prior to initiating such field survey. Sprint employees or agents shall be permitted to enter AT&T 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, with a AT&T representative present and at Sprint's expense.
- 5.5 Assignment of Conduit, Duct and Poles. AT&T shall not unreasonably deny or delay issuance of any Occupancy Permit and, in any event, AT&T shall issue such Occupancy Permit as follows: (a) after the determination has been made that Make-Ready Work is not required, or (b) completion of Make-Ready Work.

- 5.5.1 No Make-Ready Work Required. If AT&T determines that no Make-Ready Work is required, AT&T shall approve Applications for Pole attachment and Conduit Occupancy Permits and issue such Occupancy Permits within twenty (20) business days after the determination has been made that no Make-Ready Work is required, but in no event later than 45 calendar days after AT&T receives Sprint's Application, which period shall exclude any time AT&T is awaiting a response from Attaching Party.
- 5.5.2 Make-Ready Work Required. If Make-Ready Work is to be performed by AT&T, such Available space shall remain in effect until make-ready Costs are presented to Sprint and approval by Sprint pursuant to the time frames herein stated in 6.2. If Sprint approves AT&T's make-ready Costs, Sprint shall have twelve (12) months from the date of issuance of Occupancy Permit to install its Facilities. If Sprint rejects AT&T's Costs for Make-Ready Work, but then elects to perform the Make-Ready Work itself or through a contractor or if Sprint elects from the time of Application to perform the Make-Ready Work itself or through a contractor, Sprint shall install its Facilities within twelve (12) months from the date that Sprint informs AT&T that Sprint will perform Make-Ready Work. In the event Sprint does not install its Facilities within the time frames set out in this Section 5.5, the assignment shall be void and such space shall become Available.

6. MAKE-READY WORK

- 6.1 Work Performed by AT&T. If performed by AT&T, Make-Ready Work to accommodate Sprint's Facilities shall be included in the normal work load schedule of AT&T 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 in the ordinary course of AT&T's business.
- 6.1.1 If Sprint desires Make-Ready Work to be performed on an expedited basis and AT&T agrees to perform the work on such a basis, AT&T shall recalculate the estimated make-ready charges based upon the expedited timeframes requested. If Sprint accepts AT&T's offer, Sprint shall pay such additional charges.
- 6.2 All charges for Make-Ready Work performed by AT&T 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. AT&T will begin Make-Ready Work required to accommodate Sprint after receipt of Sprint's make-ready payment.
- 6.3 Work Performed by Certified Contractor. In lieu of obtaining performance of Make-Ready Work by AT&T, Sprint at its option may arrange for the performance of such work by a contractor certified by AT&T to work on or in its Facilities. Certification shall be granted based upon reasonable and customary criteria employed by AT&T in the selection of its own contract labor. Notwithstanding any other provisions of this Section, Sprint may not employ a contractor to accomplish Make-Ready Work if AT&T is likewise precluded from contractor selection under the terms of an applicable joint use agreement. In accordance with section 3.6.7, all Manhole pumping and purging shall be performed by a vendor approved by AT&T.
- 6.4 Completion of Make-Ready Work. AT&T will issue an Occupancy Permit to Sprint at the time all Make-Ready Work necessary to Sprint's attachment or Occupancy has been completed.,

but in no event shall the issuance exceed thirty (30) calendar days after completion of Make-Ready Work. AT&T agrees to perform Make-Ready Work at parity with itself and in the same timeframe within which AT&T would complete comparable work for its own, or its affiliates' own uses, and in a nondiscriminatory manner as among Attaching Party(s).

7. APPLICATION FORM AND FEES

- 7.1 Application Process. To apply for an Occupancy Permit under this Attachment, Sprint shall submit the appropriate AT&T administrative form(s), found on CLEC On-Line website per Exhibit I, (two (2) sets of each and either a route map specifically indicating Sprint desired route or engineered drawings are to be included). Sprint has the option of (1) requesting copies of AT&T records only, (2) requesting a records and/or field survey to determine availability, and/or (3) requesting a make-ready estimate. Before the Application and Conduit Occupancy, Occupancy Permit or Application and Pole Attachment Occupancy Permit form is approved for attachment, Make-Ready Work must be complete or a records or field survey has determined that Make-Ready Work is not required. Sprint shall submit with Sprint's Occupancy Permit Application a proposed or estimated construction schedule as set forth below in Section 10. AT&T will process Occupancy Permit Applications in the order in which they are received; provided, however, that when Sprint has multiple Applications on file with AT&T, Sprint may designate its desired priority of completion of Pre-Occupancy Permit Surveys and Make Ready Work with respect to all such Applications.
- 7.1.1 AT&T will review a complete Application and in the event of denial, will advise Sprint of such within forty-five (45) calendar days. In the event no denial is made within such forty-five (45) calendar day period, the Application will be deemed accepted.
- 7.1.2 Each Application for an Occupancy Permit under this Section shall specify the proposed route of Sprint's Facilities and identify the Conduits and Ducts or Poles and Pole Facilities along the proposed route in which Sprint desires to place or attach its Facilities, and describe the physical size, weight and jacket material of the cable which Sprint desires to place in each Conduit or Duct or the number and type of cables, apparatus enclosures and other Facilities which Sprint desires to attach to each Pole.
- 7.1.3 Each Application for an Occupancy Permit under this Section shall be accompanied by a proposed (or estimated) construction schedule containing the information specified below in 10.1 of this Agreement, and an indication of whether Sprint will, at its option, perform its own Make-Ready Work. If on the Application Sprint indicates that AT&T is to perform the Make-Ready Work, AT&T will provide Sprint with the Make-Ready Work estimate for approval by Sprint at Sprint's option. Sprint may proceed in accordance with section 5.
- 7.2 Multiple Cables, Multiple Services, Lashing or Placing Additional Cables, and Replacement of Facilities. Sprint may include multiple cables in a single Occupancy Permit Application and multiple services (e.g., CATV and non-CATV services) may be provided by Sprint in the same cable sheath. Sprint's Lashing additional cable to existing Facilities and placing additional cables in Conduits or Ducts already occupied by Sprint's Facilities shall be permitted, and no additional fees will be applied; provided, however, that if Sprint desires to lash additional cable to existing Facilities of a Third Party, Sprint shall provide AT&T with reasonable notice, and shall obtain written permission from the Owner of the existing Facilities. If AT&T determines that the requested Lashing would violate safety or engineering requirements, AT&T

shall provide written notice to Sprint within a reasonable time specifying in detail AT&T's findings. If Sprint 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 Occupancy Permits in effect, Sprint must apply for and acquire a new Occupancy Permit specifically describing the physical size, weight and jacket material of the cable to be placed in AT&T'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 Poles.

- 7.3 Each party hereby designates the employees named below as their single point of contact for any and all purposes of this Section, including, but not limited to, processing Occupancy Permits and Applications and providing records and information. Each party may at any time designate a new point of contact by giving written notice of such change.

	Notices	Billing Address
<i>To Attaching Party as follows: (To be updated)</i>		
Contact	Fred Broughton	Rachel Williams-Glenn
Title	Negotiator	Spv Project Admin
Company	Sprint Communications L.P.	Sprint Communications L.P.
Address	Mailstop: KSOPHA0310-3B320	Attn: CRE-Lease Admin
Address	6330 Sprint Parkway	P.O. Box 12908
City, State, and Zip Code	Overland Park, KS 66251	Shawnee Mission, KS 66251
Telephone	913 762-4070	913 315-4416
Facsimile	913 762-0117	913 315-4459
<i>with a copy to:</i>		
Contact	John Chapman	
Title	Attorney	
Company	Sprint Legal Department	
Address	Mailstop: KSOPHN0304-3B721	
Address	6450 Sprint Parkway	
City, State, and Zip Code	Overland Park, KS 66251	
Telephone	913 315-9315	
Facsimile	913 523-9823	

and to AT&T as follows:

Contact See APPENDIX II - Primary Points Of Contact
 Title
 Company .
 Address
 Address
 City, State, and Zip Code
 Telephone
 Facsimile

8. PROCESSING OF APPLICATIONS (INCLUDING PRE-OCCUPANCY PERMIT SURVEYS AND FIELD INSPECTIONS)

- 8.1 Sprint's Priorities. When Sprint has multiple Applications on file with AT&T, Sprint shall designate its desired priority of completion of Pre-Occupancy Permit Surveys and Make-Ready Work with respect to all such Applications.
- 8.2 Pre-Occupancy Permit Survey. After Sprint has submitted its written Application for a License, a Pre-Occupancy Permit 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's Poles, Anchors and Anchor/Guy Strands, or Conduit System, in their present condition, can accommodate Sprint's Facilities, without substantially interfering with the ability of AT&T or any other authorized person or entity to use or access the Pole, Anchor or Anchor/Guy Strand or any portion of AT&T's Conduit System or Facilities attached to AT&T's Pole or placed within or connected to AT&T's Conduit System. If Pre-Occupancy Permit Survey is to be conducted by AT&T, AT&T will provide Sprint a Cost, based on its review of Attaching Party 's Application request, to perform the Pre-Occupancy Permit Survey. AT&T will submit to Sprint Costs to complete the Pre-Occupancy Permit Survey; after receipt of Sprint's payment of Pre-Occupancy Permit Survey Costs, AT&T will schedule the survey. AT&T agrees to perform Pre-Occupancy Permit Survey Work at parity with itself and in the same timeframe within which AT&T would complete comparable work for its own, or its affiliates' own uses, and in a nondiscriminatory manner as among Attaching Party s. If Sprint gives its prior written consent in writing, the determination of Duct availability may include the "rodding" of Ducts at Sprint's expense.
- 8.2.1 The purpose of the Pre-Occupancy Permit Survey is to determine whether Sprint's proposed attachments to AT&T's Poles or Occupancy of AT&T's Conduit and Ducts will substantially interfere with use of AT&T's Facilities by AT&T and others with Facilities occupying, connected or attached to AT&T's Pole or Conduit System; and to provide information to Sprint for its determination of whether the Pole, Anchor, Anchor/Guy Strand, Conduit, Duct, or Right-of-Way is suitable for its use.

- 8.2.2 Based on information provided by AT&T, Sprint shall determine whether AT&T's Pole, Anchor, Anchor/Guy Strand, Conduit and Duct Facilities are suitable to meet Sprint's needs.
- 8.2.3 AT&T may not unreasonably refuse to continue to process an Application based on AT&T's determination that Sprint's proposed use of AT&T's Facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. In the case of a dispute, the parties shall submit the issue for resolution pursuant to the procedures set forth for Dispute Resolution General Terms and Conditions, of this Agreement. Sprint 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. Sprint acknowledges that AT&T is not explicitly or implicitly warranting to Sprint that Sprint's proposed use of AT&T's Facilities will be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws.
- 8.3 Administrative Processing. The administrative processing portion of the Pre- Occupancy Permit 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 and/or other licensed Facilities) will be performed by AT&T at Sprint's expense. Anything to the contrary herein notwithstanding, AT&T shall bear no responsibility for the relocation, rearrangement or removal of Facilities used for the transmission or distribution of electric power.

9. ISSUANCE OF OCCUPANCY PERMITS

- 9.1 Obligation to Issue Occupancy Permits. AT&T shall issue a Occupancy Permit to Sprint pursuant to this 9.1. AT&T and Sprint acknowledge that each Application for an Occupancy Permit 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 Sprint may have under the provisions of any applicable federal or state laws or regulations governing access to AT&T's Poles, Conduits and Ducts, to the extent the same are not inconsistent with the Telecommunications Act of 1996. Each Occupancy Permit issued hereunder shall be for an indefinite term, subject to Sprint's compliance with the provisions applicable to such Occupancy Permit and further subject to Sprint's right to terminate such Occupancy Permit at any time for any reason upon at least thirty (30) calendar days' prior written notice.
- 9.1.1 Intentionally left blank.
- 9.2 Multiple Applications. Sprint acknowledges that multiple parties including AT&T may seek to place their Facilities in AT&T's Conduit and Ducts or make attachments to Poles at or about the same time, that the Make-Ready Work required to prepare AT&T's Facilities to accommodate multiple applicants may differ from the Make-Ready Work required to accommodate a single applicant, that issues relating to the proper apportionment of Costs arise in multi-applicant situations that do not arise in single-applicant situations, and that cooperation and negotiations between all applicants and AT&T may be necessary to resolve

disputes involving multiple Applications for permission to place Facilities in/on the same Pole, Conduit, Duct, or right-of-way.

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

9.3 Agreement to Pay for All Make-Ready Work Completed. Sprint's submission of written authorization for Make-Ready Work shall also constitute Sprint's agreement to pay additional Cost-based charges, if any, for completed Make-Ready Work; provided, however, to the extent AT&T is also utilizing the facility and to the extent any modification is used to bring the Facilities into compliance with any applicable safety or other governmental requirement or to perform any necessary repairs, AT&T will be responsible for its share of the modification Cost.

9.4 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Sprint shall make arrangements with the Owners of other Facilities located in or connected to AT&T's Conduit System or attached to AT&T'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 Sprint's Facilities in or to AT&T's structures.

9.5 Intentionally left blank (AT&T standard moved to 6.1.1).

9.6 Occupancy Permit. When Sprint's Application for a Pole attachment or Conduit Occupancy Permit is approved, and all required Make-Ready Work completed, AT&T will execute and return a signed authorization to Sprint, as appropriate, authorizing Sprint to attach or place the specified Facilities on AT&T's Poles or in AT&T's Conduit or Ducts.

9.6.1 Each Occupancy Permit issued under this Section shall authorize Sprint to attach to AT&T's Poles or place or maintain in AT&T's Conduit or Ducts only those Facilities specifically described in the License, and no others.

9.6.2 Except as expressly stated to the contrary in individual Occupancy Permits issued hereunder, each Occupancy Permit 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 Occupancy Permit itself.

10. CONSTRUCTION OF SPRINT'S FACILITIES

10.1 Construction Schedule. Sprint shall submit with Sprint's Occupancy Permit Application a proposed or estimated construction schedule. Promptly after the issuance of an Occupancy Permit permitting Sprint to attach Facilities to AT&T's Poles or place Facilities in AT&T's Conduit or Ducts, Sprint shall provide AT&T with an updated construction schedule and shall thereafter keep AT&T informed of significant anticipated changes in the construction schedule. Construction schedules required by this Section shall include, at a minimum, the following information:

10.1.1 The name, title, business address, and business telephone number of the manager responsible for construction of the Facilities;

10.1.2 The names of each contractor and subcontractor which will be involved in the construction activities;

- 10.1.3 The estimated dates when construction will begin and end; and
- 10.1.4 The approximate dates when Sprint or persons acting on Sprint's behalf will be performing construction work in connection with the placement of Sprint's Facilities in AT&T's Conduit or Ducts.
- 10.2 Additional Pre-construction Procedures for Facilities Placed in Conduit System. The following procedures shall apply before Sprint places Facilities in AT&T's Conduit System:
 - 10.2.1 Sprint shall give written notice of the type of Facilities which are to be placed; and
 - 10.2.2 AT&T shall designate the particular Duct or Ducts or Inner-ducts (if Available) to be occupied by Sprint's Facilities, the location and manner in which Sprint's Facilities will enter and exit AT&T's Conduit System, and the specific location and manner of installation of any associated equipment which is permitted by AT&T to occupy the Conduit System. Sprint may not occupy a Duct other than the specified Duct without the express written consent of AT&T. AT&T shall provide to Sprint space in Manholes for racking and storage of up to fifty (50) feet of cable, provided space is Available.
- 10.3 AT&T Not Responsible for Constructing or Placing Facilities. AT&T shall have no obligation to construct any Facilities for Sprint or to attach Sprint's Facilities to, or place Sprint's Facilities in, AT&T'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 Occupancy Permit issued hereunder, or by the Telecommunications Act of 1996 or any other applicable law.
- 10.4 Sprint Responsible for Constructing, Attaching and Placing Facilities. Except where otherwise mutually agreed by Sprint and AT&T, Sprint shall be responsible for constructing its own Facilities and attaching those Facilities to, or placing them in AT&T's Poles, Conduit or Ducts at Sprint's sole Cost and expense. Sprint 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 Sprint's Facilities and for directing the activities of all persons acting on Sprint's behalf while they are physically present on AT&T's Pole, in any part of AT&T's Conduit System or in the vicinity of AT&T's Poles or Conduit System.
 - 10.4.1 Intentionally left blank (AT&T standard moved to 3.6.6.1)
- 10.5 Compliance with Applicable Standards, Health and Safety Requirements, and Other Legal Requirements. Sprint shall construct its Facilities in accordance with the provisions of this Section and all Occupancy Permits issued hereunder.
 - 10.5.1 Sprint shall construct, attach and place its Facilities in compliance with all Requirements and Specifications set forth above in this Agreement.
 - 10.5.2 Sprint shall satisfy all legal requirements set forth above in this Agreement.
 - 10.5.3 Sprint shall not permit any Person Acting on Sprint's Behalf to perform any work on AT&T's Poles or within AT&T'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 Sprint or any person working on Sprint's behalf determines that the condition of the Pole or Conduit System is not suitable for the work to be

performed, Sprint shall notify AT&T of the condition of the Pole or Conduit System in question and shall not proceed with construction activities until Sprint is satisfied that the work can be safely performed.

- 10.6 Construction Notices. If requested to do so, Sprint shall provide AT&T with information to reasonably assure AT&T that construction has been performed in accordance with all applicable standards and requirements.
- 10.7 Points for Attachment. AT&T shall specify, using the same selection criteria it uses for its own operating company, the point of attachment of each Pole or Anchor to be occupied by Sprint's Facilities. When the Facilities of more than one applicant are involved, AT&T will attempt, to the extent practicable, to designate the same relative position on each Pole or Anchor for each applicant's Facilities.
- 10.8 Manhole and Conduit Break-Outs. Sprint shall be permitted to add Conduit ports to AT&T Manholes when existing Conduits do not provide the pathway connectivity needed by Sprint; provided the structural integrity of the Manhole is maintained, and sound engineering judgment is employed.
- 10.9 Completion of Attaching Party Construction. For each Sprint attachment to or Occupancy within AT&T Facilities, Sprint will provide to AT&T's single-point of contact (within 60 calendar days of Sprint construction-complete date) a complete set of actual placement drawings for posting to AT&T records.

11. USE AND ROUTINE MAINTENANCE OF SPRINT'S FACILITIES

- 11.1 Use of Sprint's Facilities. Each Occupancy Permit granted under this Section authorizes Sprint to have access to Sprint's Facilities on or in AT&T's Poles, Conduits and Ducts as needed for the purpose of serving Sprint's customers, including, but not limited to, powering electronics, monitoring Facilities, or transporting signaling.
- 11.2 Routine Maintenance of Sprint's Facilities. Each Occupancy Permit granted under this Section authorizes Sprint to engage in routine maintenance of Sprint's Facilities located on or in AT&T's Poles, Conduits, Ducts and ROW pursuant to such License. Sprint shall give reasonable 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. Sprint shall give reasonable notice to AT&T before performing any work, whether or not of a routine nature, in AT&T's Conduit System.
- 11.3 Sprint Responsible for Maintenance of Sprint's Facilities. Sprint shall maintain its Facilities in accordance with the provisions of this Section (including but not limited to all requirements set forth above in this Agreement) and all Occupancy Permits issued hereunder. Sprint 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 Sprint's Facilities and for directing the activities of all persons acting on Sprint's behalf while they are physically present on AT&T's Poles, within AT&T's Conduit System or in the immediate vicinity of such Poles or Conduit System.
- 11.4 AT&T Not Responsible for Maintaining Sprint's Facilities. AT&T shall have no obligation to maintain any Facilities which Sprint has attached or connected to, or placed in, AT&T's Poles,

Conduits, Ducts or any portion of AT&T's Conduit System, except to the extent expressly provided by the provisions of this Section or any Occupancy Permit issued hereunder, or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.

- 11.5 Information Concerning the Maintenance of Sprint's Facilities. Promptly after the issuance of a Occupancy Permit permitting Sprint to attach Facilities to, or place Facilities in AT&T's Poles, Conduits or Ducts, Sprint shall provide AT&T with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of Sprint's Facilities, and shall thereafter notify AT&T of changes to such information. The manager responsible for routine maintenance of Sprint's Facilities shall, on AT&T's request, identify any contractor, subcontractor, or other person performing maintenance activities on Sprint's behalf at a specified site and shall, on AT&T's request, provide such additional documentation relating to the maintenance of Sprint's Facilities as reasonably necessary to demonstrate that Sprint and all persons acting on Sprint's behalf are complying with the requirements of this Section and Occupancy Permits issued hereunder.
- 11.6 Identification of Personnel Authorized to Have Access to Sprint's Facilities. All personnel authorized to have access to Sprint's Facilities shall, while working on AT&T'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 employee, produce such identification.

12. MODIFICATION AND REPLACEMENT OF SPRINT'S FACILITIES

- 12.1 Notification of Planned Modification or Replacement of Facilities. Sprint shall, when practicable, notify AT&T in writing at least 60 calendar days before adding to, relocating, replacing or otherwise modifying its Facilities attached to an AT&T Pole, Anchor or Anchor/Guy Strand or located in any AT&T Conduit or Duct. The notice shall contain sufficient information to enable AT&T to determine whether the proposed addition, relocation, replacement, or modification is permitted under Sprint's present Occupancy Permit or requires a new or amended License.
- 12.2 New or Amended Occupancy Permit Required. A new or amended Occupancy Permit will be required if the proposed addition, relocation, replacement, or modification:
- 12.2.1 Requires that Sprint use additional space on AT&T'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
- 12.2.2 Results in the size or location of Sprint's Facilities on AT&T's Poles or in its Conduit or Ducts being appreciably different from those described and authorized in Sprint's present Occupancy Permit (e.g. different Duct or size increase causing a need to re-calculate storm loadings, guying, or Pole class).

13. REARRANGEMENT OF FACILITIES AT THE REQUEST OF ANOTHER

- 13.1 Make-Ready Work at the Request of Sprint. If, prior to the issuance of a License, Sprint determines that any Pole, Anchor, Anchor/Guy Strand, Conduit or Duct is inadequate to accommodate Sprint's proposed Pole attachment or Conduit Occupancy or that it will be necessary or desirable for AT&T or any other person or entity to rearrange existing

Facilities or structures to accommodate Sprint, Sprint shall promptly advise AT&T of the Make-Ready Work it believes necessary to enable the accommodation of Sprint's Facilities.

- 13.1.1 AT&T shall determine, in the exercise of sound engineering judgment, whether or what Make-Ready Work is necessary or possible. In determining whether Make-Ready Work is necessary or what Make-Ready Work is necessary, AT&T shall endeavor to minimize its Costs to Sprint. If it is determined that such Make-Ready Work is required, AT&T shall provide Sprint with the estimated Cost for Make-Ready Work within 30 calendar days of such determination.
- 13.1.2 Sprint shall be solely responsible for negotiating with persons or entities other than AT&T for the rearrangement of such persons' or entities' Facilities or structures and, except where such rearrangement is for the benefit of AT&T and/or other Attaching Partys as well as Sprint, shall be solely responsible for paying all charges attributable to the rearrangement of such Facilities; provided, however, that if Facilities rearrangements require new Occupancy Permits from AT&T, AT&T shall issue such Occupancy Permits in conjunction with the issuance of the applied-for Occupancy Permit to Sprint. In the event Sprint encounters problems with Attaching Party s failing to rearrange said Facilities in a timely manner AT&T will request that Attaching Party rearrange its Facilities at Sprint's expense.
- 13.2 Rearrangement of Sprint's Facilities at AT&T's Request. Sprint acknowledges that, from time to time, it may be necessary or desirable for AT&T 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's business needs or authorized Application of another entity seeking access to AT&T's Poles or Conduit Systems. Sprint agrees that Sprint will, upon AT&T's request, and at AT&T's expense, but at no Cost to Sprint, participate with AT&T (and other Attaching Party s) in the relocation, reconstruction, or modification of AT&T's Conduit System or Facilities rearrangement. Sprint acknowledges that, from time to time, it may be necessary or desirable for AT&T 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. Sprint shall, upon AT&T's request, participate with AT&T (and other Attaching Party s) in the relocation, reconstruction, or modification of AT&T'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.
- 13.2.1 Sprint 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 Sprint customer.
- 13.2.2 If Sprint fails to make the required rearrangements within the time prescribed or within such extended periods of time as may be granted by AT&T in writing, AT&T may perform such rearrangements with written notice to Sprint, and Sprint shall reimburse AT&T for actual Costs and expenses incurred by AT&T in connection with the rearrangement of Sprint's Facilities; provided, however, that nothing contained in this Section or any Occupancy Permit

issued hereunder shall be construed as requiring Sprint to bear any expenses which, under the Telecommunications Act of 1996 or other applicable federal or state laws or regulations, are to be allocated to persons or entities other than Sprint; and provided further, however, that Sprint shall have no responsibility for rearrangement costs and expenses relating to rearrangements performed for the purpose of meeting AT&T's business needs.

14. EMERGENCY REPAIRS AND POLE REPLACEMENTS

- 14.1 Sprint Responsible for Emergency Repairs to its Own Facilities. In general, Sprint shall be responsible for making emergency repairs to its own Facilities and for formulating appropriate plans and practices which will enable it to make such emergency repairs. AT&T shall be under no obligation to perform any repair or service restoration work of any kind with respect to Sprint's Facilities.

15. INSPECTION BY AT&T OF SPRINT'S FACILITIES

- 15.1 AT&T's Right to Make Periodic or Spot Inspections. AT&T shall have the right to make periodic or spot inspections at any time of any part of Sprint's Facilities attached to AT&T's Poles, Anchors or Anchor/Guy Strands or occupying any AT&T Conduit or Duct for the limited purpose of determining whether Sprint's Facilities are in compliance with the terms of this Section and Occupancy Permits hereunder; provided that such inspections must be non-invasive (e.g., no splice cases may be opened).
- 15.1.1 AT&T will give Sprint advance written notice of such inspections, and Sprint 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 Sprint.
- 15.1.2 Such inspections shall be conducted at AT&T's expense; provided, however, that Sprint shall bear the Cost of inspections as delineated in 3.12.
- 15.2 No Duty to Sprint. Neither the act of inspection by AT&T of Sprint's Facilities nor any failure to inspect such Facilities shall operate to impose on AT&T any liability of any kind whatsoever or to relieve Sprint of any responsibility, obligations or liability under this Section or otherwise existing.

16. NOTICE OF NONCOMPLIANCE

- 16.1 Notice of Noncompliance. If, at any time, AT&T determines that Sprint's Facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Agreement, AT&T may send written notice to Sprint specifying the alleged noncompliance. Sprint agrees to acknowledge receipt of the notice as soon as practicable. If Sprint does not dispute AT&T's assertion that such Facilities are not in compliance, Sprint agrees to provide AT&T with a schedule for bringing such Facilities into compliance, to bring the Facilities into compliance within a reasonable time, and to notify AT&T in writing when the Facilities have been brought into compliance.
- 16.2 Disputes over Alleged Noncompliance. If Sprint disputes AT&T's assertion that Sprint's Facilities are not in compliance, Sprint shall notify AT&T in writing of the basis for Sprint's assertion that its Facilities are in compliance.

- 16.3 Failure to Bring Facilities into Compliance. If Sprint has not brought the Facilities into compliance within a reasonable time or provided AT&T with proof sufficient to persuade AT&T that AT&T erred in asserting that the Facilities were not in compliance, and if AT&T determines in good faith that the alleged noncompliance causes or is likely to cause material damage to AT&T's Facilities or those of other users, AT&T may, at its option and Sprint's expense, take such non-service affecting steps as may be required to bring Sprint's Facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Agreement.
- 16.4 Correction of Conditions by AT&T. If AT&T elects to bring Sprint's Facilities into compliance, the provisions of this Section shall apply.
- 16.4.1 AT&T will, whenever practicable, notify Sprint in writing before performing such work. The written notice shall describe the nature of the work to be performed and AT&T's schedule for performing the work.
- 16.4.2 If Sprint's Facilities have become detached or partially detached from supporting racks or wall supports located within an AT&T Manhole, AT&T may, at Sprint's expense, reattach them but shall not be obligated to do so. If AT&T does not reattach Sprint's Facilities, AT&T shall endeavor to arrange with Sprint for the reattachment of any Facilities affected.
- 16.4.3 AT&T shall, as soon as practicable after performing the work, advise Sprint in writing of the work performed or action taken. Upon receiving such notice, Sprint shall inspect the Facilities and take such steps as Sprint may deem necessary to insure that the Facilities meet Sprint's performance requirements.
- 16.5 Sprint to Bear Expenses. Sprint shall bear all expenses arising out of or in connection with any work performed to bring Sprint's Facilities into compliance with this Section; provided, however that nothing contained in this Section or any Occupancy Permit issued hereunder shall be construed as requiring Sprint to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Sprint. Disputes between the parties concerning charges by AT&T to Sprint pursuant to Section 16.3 of this Attachment shall be resolved in accordance with the procedures set forth for Dispute Resolution in the General Terms and Conditions of this Agreement.

17. UNAUTHORIZED OCCUPANCY OR UTILIZATION OF AT&T'S FACILITIES

- 17.1 Licensing or Removal of Unauthorized Attachments. If any of Sprint's attachments shall be found attached to Pole(s) or occupying Conduit Systems for which no Occupancy Permit is outstanding, AT&T, without prejudice to its other rights or remedies under this Agreement, including termination of Occupancy Permits, may impose a charge and require Sprint to submit in writing, within thirty (30) calendar days after receipt of written notification from AT&T of the unauthorized attachment or Conduit Occupancy, a Pole attachment or Conduit Occupancy Permit Application. If such Application is not received by AT&T within the specified time period, Sprint may be required at AT&T's option to remove its unauthorized attachment or Occupancy within sixty (60) calendar days of the final date for submitting the required Application, or AT&T may at AT&T's option remove Sprint's Facilities without liability, and the expense of such removal shall be borne by Sprint. Charges for any such

unauthorized Occupancy shall be equal to the applicable Occupancy Permit fees and charges which would have been payable from and after the date such Facilities were first placed on AT&T's Poles or in AT&T's Conduit System if Sprint provides reasonable documentation of such placement. If Sprint is unable to provide such reasonable documentation the matter may be submitted to the Dispute Resolution Procedures set forth in General Terms and Conditions of this Agreement.

- 17.1.1 Nothing contained in the Agreement or any Occupancy Permit issued hereunder shall be construed as requiring Sprint to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Sprint.
- 17.2 Prompt Payment of Applicable Fees and Charges. Fees and charges for Pole attachments and Conduit System occupancies shall be due and payable immediately for unauthorized Pole attachments or Conduit Occupancy, whether or not Sprint is permitted to continue such unauthorized Pole attachment or Conduit System Occupancy. See Pricing Schedule for applicable fees.
- 17.3 No Implied Waiver or Ratification of Unauthorized Use. No act or failure to act by AT&T with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any Occupancy Permit should be subsequently issued, said Occupancy Permit shall not operate retroactively or constitute a waiver by AT&T of any of its rights or privileges under this Agreement or otherwise; provided, however, that Sprint shall be subject to all liabilities, obligations and responsibilities of this attachment in regard to said unauthorized use from its inception.

18. REMOVAL OF SPRINT'S FACILITIES

- 18.1 Pole Attachments. Sprint, at its expense, will remove its attachments from any of AT&T's Poles within thirty (30) calendar days after termination of the Occupancy Permit covering such attachments or as mutually agreed to between AT&T and Sprint. If Sprint fails to remove its attachments within such thirty (30) calendar day period or as mutually agreed to between AT&T and Sprint, AT&T shall have the right to remove such attachments at Sprint's expense and without any liability on the part of AT&T for damage or injury to Sprint's attachments unless caused by the negligence or intentional misconduct of AT&T.
- 18.2 Conduit Occupancy. Sprint, at its expense, will remove its communications Facilities from a Conduit System within sixty (60) calendar days after:
 - 18.2.1 Termination of the Occupancy Permit covering such Conduit Occupancy; or
 - 18.2.2 The date Sprint replaces its existing Facilities in one Duct with substitute Facilities in another Duct.
 - 18.2.3 In the event that Sprint elected to have unused or abandoned Facilities removed pursuant to section 2.8.4 of this Attachment, Sprint shall not be required to remove its Facilities from such Conduit System as required by section 18.1 to the extent such Sprint Facilities are of a similar quantity and nature to the Facilities removed. In such event, Sprint will be required to tag or otherwise physically identify the Facilities as abandoned or having been removed from service by Sprint.

18.2.3 If Sprint fails to remove its Facilities within the specified period, AT&T shall have the right to remove such Facilities at Sprint's expense and without any liability on the part of AT&T for damage or injury to such Facilities unless caused by the negligence or intentional misconduct of AT&T.

18.3 Continuing Responsibility for Fees and Charges. Sprint shall remain liable for and pay to AT&T all fees and charges pursuant to provisions of this attachment until all of Sprint's Facilities are physically removed from AT&T's Poles or Conduit System.

19. FEES, CHARGES, AND BILLING

19.1 Rates, Charges and Fees Subject to Applicable Laws, Regulations, Rules, and Commission Orders. All rates, charges and fees outlined in this Attachment will be set forth in the Pricing Schedule of this Agreement. All rates, charges and fees shall be subject to all applicable federal and state laws, rules, regulations, and commission orders.

19.2 Changes to Rates, Charges and Fees. Subject to applicable federal and state laws, rules, regulations and orders, AT&T shall have the right to change the rates, charges and fees outlined in this Agreement. AT&T will provide the Attaching Party 60 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 seek relief through the dispute resolution process in the General Terms and Conditions of this Agreement.

20. ADVANCE PAYMENT AND IMPUTATION

20.1 Attachment and Occupancy Fees. Fees for Pole attachment and Conduit Occupancy shall be based on the Facilities for which Occupancy Permits have been issued as of the date of billing by AT&T, shall be computed as set forth herein.

20.1.1 Charges associated with newly licensed attachments or occupancies and other attachments or occupancies of less than the entire annual billing period shall be prorated.

20.1.2 Charges shall be prorated retroactively in the event of the removal of Sprint's Facilities.

20.1.3 The amount of any advance payment required shall be due within sixty (60) calendar days after receipt of an invoice from AT&T.

20.2 Imputation. AT&T shall impute to its costs of providing telecommunications services (and charge any affiliate, subsidiary, or associate company engaged in the provision of such services) an equal amount to the charges set forth in this Section for all of the Conduits, Ducts, and Poles it occupies and uses.

21. ASSURANCE OF PAYMENT

21.1 Necessity and Level of Security. In the event Sprint fails to timely satisfy its financial obligations under this Attachment, Sprint may be required to furnish a bond, letter of credit or other evidence of financial security having a minimum face amount of \$10,000.00 per state or \$50,000.00 per region. Such bond, letter of credit or other security shall be in a form satisfactory to AT&T and may be increased from time to time as reasonably required by

AT&T to guarantee the performance of all obligations of Sprint hereunder. The amount of the bond, letter of credit or other security shall not operate as a limitation upon the obligations of Sprint hereunder.

22. INSURANCE

- 22.1 Sprint shall obtain and maintain insurance, insuring the contractual liability and indemnification provisions of this Attachment, issued by an insurance carrier reasonably satisfactory to Licensor to protect the Licensor, other authorized Attaching Party s, and Joint User(s) from and against claims, demands, causes of action, judgments, costs, including reasonable attorneys' fees, expenses and liabilities of which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in this Attachment.
- 22.2 Sprint shall maintain the following amounts of insurance:
 - 22.2.1 Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate.
 - 22.2.2 Umbrella or Excess Liability Insurance with limits of not less than \$10,000,000 per occurrence and in the aggregate.
 - 22.2.3 Business auto coverage for all owned, non-owned, hired and leased vehicles with limits of not less than \$1,000,000 per occurrence and in the aggregate.
 - 22.2.4 Sprint shall name AT&T as an additional insured on the general liability policy with respect to the terms and conditions of this attachment.
- 22.3 Sprint shall submit to AT&T certificates by each company insuring Sprint with respect to any insurance required hereunder, such certificate(s) to specify the coverage provided and that such company will not cancel or materially change any such policy of insurance issued to Sprint except after thirty (30) calendar days written notice to AT&T.
- 22.4 Sprint shall also carry such insurance as will protect it from claims under any Worker's Compensation Law in effect that may be applicable to it as a result of work performed pursuant to this Attachment.
- 22.5 All insurance required in accordance with 22.2) and 22.3) preceding must be effective before AT&T will authorize attachment to a Pole and/or Anchor, or Occupancy of a Conduit System and shall remain in force until such Sprint's Facilities have been removed from all such Pole(s), Anchor(s), Conduit System, or Right of Way. In the event that Sprint shall fail to maintain the required insurance coverage, AT&T may pay any premium thereon falling due, and Sprint shall forthwith reimburse AT&T for any such premium paid, but only for the pro-rata period of noncompliance.
- 22.6 Intentionally left blank
- 22.7 Intentionally left blank

23. DAMAGE TO FACILITIES

- 23.1 Licensor shall exercise precaution to avoid damaging the communications Facilities of the Attaching Party and shall make an immediate report to the Attaching Party of the occurrence of any such damage caused by its employees, agents or contractors.
- 23.2 Attaching Party shall exercise precaution to avoid damaging the Facilities of Licensor 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 Attaching Party's employees, agents or contractors.
- 23.3 Intentionally left blank
- 23.4 Intentionally left blank
- 23.5 Intentionally left blank
- 23.6 Intentionally left blank

24. AUTHORIZATION NOT EXCLUSIVE

- 24.1 Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to Sprint. AT&T 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 Attachment and Sprint's rights hereunder.

25. ASSIGNMENT OF RIGHTS

- 25.1 Intentionally left blank
- 25.2 Intentionally left blank

26. FAILURE TO ENFORCE

- 26.1 Intentionally left blank

27. TERM OF AGREEMENT

- 27.1 Intentionally left blank
- 27.2 Intentionally left blank

28. SUPERSEDURE OF PREVIOUS AGREEMENT(S)

- 28.1 All currently effective Occupancy Permits heretofore granted pursuant to such previous agreements shall be subject to the terms and conditions of this Agreement.

APPENDIX I

Intentionally Deleted

APPENDIX II - PRIMARY POINTS OF CONTACT

- Arkansas (Includes Missouri Area Code 417)

Structure Access Manager

1111 W Capitol Ave.

Room 525

Little Rock, Ark 72201

(501) 373-6301

- California

Los Angeles & Ventura Counties

Structure Access Manager

1409 Van Owen Street, Room 105A

Van Nuys, CA 91405

(818) 373-5947

(818) 373-8537

Orange, San Diego, Imperial, Riverside and Bernardino Counties

Structure Access Manager

4220 Arizona Street, Room 100

San Diego, CA 92104

(619) 574-4252

(619) 574-4253

Northern & Central California (except North and South Bay)

Structure Access Manager

3675 T Street, Room 170

Sacramento, CA

(916) 453-7043

South Bay (South San Francisco to San Jose to Fremont)

Structure Access Manager

3475 B North 1st Street, Room 250

San Jose, CA 95134

(408) 493-7066

(408) 493-7119

North Bay (San Francisco, Hayward North to Livermore)

Structure Access Manager

3401 Crow Canyon Road, Suite 2000

San Ramon, CA 94583

(925) 823-1212

- Connecticut

Structure Access Manager

1441 North Colony Road

Meriden, CT 06450

(203) 238-5620

- Illinois, Indiana, Michigan, Ohio, Wisconsin

Structure Access Manager

23500 Northwestern Highway, Room E230

Southfield, Michigan 48075

(888)395-ASAC (2722)

- Kansas (Includes Missouri Area Code 816)

Structure Access Manager

500 E 8th St.

Room 690

Kansas City, Mo. 64106

(816) 275-1640

- Missouri (Includes Area Code 314, 557, 573, 636, 660)
Structure Access Manager

12930 Olive Blvd

2nd Floor

Creve Coeur, Mo. 63141

(314) 275-0083

- Nevada
Structure Access Manager

645 E. Plumb Ln

Reno, Nevada 89502

(775) 333-3850

- Oklahoma
Structure Access Manager

5305 E 71st St

Floor 1

Tulsa, OK 74136

(918) 596-6873

- Texas
Structure Access Manager

11930 Airline, Room 105

Houston, TX 77037

(281) 878-5500

EXHIBIT I

ADMINISTRATIVE FORMS AND NOTICES

To officially request access to an AT&T Structure, an Attaching Party will submit a Structure Access Request to the AT&T Primary Point of Contact located on Appendix II. Appropriate forms (poles, conduit, or rights-of-way) are available from the AT&T Primary Point of Contact.

**ATTACHMENT
PERFORMANCE MEASUREMENTS**

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ATTACHMENT PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 **AT&T MIDWEST REGION 5-STATE** means the AT&T ILECs as identified in the General Terms and Conditions operating in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. The performance measurements and remedy plan referenced herein, notwithstanding any provisions in any other attachment in this Agreement, are not intended to create, modify or otherwise affect Parties' rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that Sprint CLEC is entitled to any particular manner of access, nor is it evidence that **AT&T MIDWEST REGION 5-STATE** is limited to providing any particular manner of access. The Parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and state Commission decisions/regulations, tariffs, and within this interconnection agreement.
- 1.2 **Performance Measurements** means the set of performance measurements approved by the specific State Commission in the state-specific proceeding(s) listed in Section 1.8 below. The first set of measurements effective under this agreement is that first submitted in the proceeding listed in Section 1.8 below after October 15, 2007. For purposes of implementation, such measures shall be effective as of December 1, 2007 for performance beginning with December 2007 results.
- 1.3 **AT&T Midwest Remedy Plan** means the first remedy plan filed for State Commission review and approved in the state-specific proceeding listed in Section 1.8 below on or after October 15, 2007. For purposes of implementation, that remedy plan shall be effective as of December 1, 2007 for performance beginning with December 2007 results.
- 1.4 Any subsequent Commission-approved additions, modifications and/or deletions to the Performance Measurements, shall be automatically incorporated into this Agreement by reference in the first full month following the effective date of the Commission's order, or as otherwise agreed-to by the Parties.
- 1.5 Any future Commission-ordered additions, modifications and/or deletions to the AT&T Midwest Remedy Plan (and its supporting documents) in the proceedings or under the Rule as listed in Section 1.8 below, or any successor proceeding or Rule, to which no Party has objected, shall be automatically incorporated into this Interconnection Agreement by reference in the first full month following the effective date of the Commission's order, or as otherwise agreed by the Parties.
- 1.6 **AT&T MIDWEST REGION 5-STATE**'s agreement to implement this Performance Measurements Plan will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. **AT&T MIDWEST REGION 5-STATE** and Sprint CLEC agree that Sprint CLEC may not use the existence of this Plan as evidence that **AT&T MIDWEST REGION 5-STATE** has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. **AT&T MIDWEST REGION 5-STATE**'s conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this performance measurements plan agrees that **AT&T MIDWEST REGION 5-STATE**'s performance with respect to this plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation.
- 1.7 Nothing herein shall be interpreted to be a waiver of **AT&T MIDWEST REGION 5-STATE**'s right to argue and contend in any forum, in the future, that sections 251 and 252 of the Telecommunications Act of 1996 impose no duty or legal obligation to negotiate and/or mediate or arbitrate a self-executing liquidated damage and remedy plan.

- 1.8 Sources of Commission authority over Performance Measures and/or the AT&T Midwest Remedy Plan:
- Illinois – 83 IL. Administrative Code Part 731
 - Indiana – Cause No. 41657
 - Michigan – Case No. U-11830
 - Ohio – Case No. 00-942-TP-COI
 - Wisconsin – 6720-TI-198 (Performance Measurements only)
 - Wisconsin – AT&T Midwest Remedy Plan as approved by the Commission in CLEC-specific ICA
- 1.9 Provisions of this Performance Measurements Attachment will terminate in accordance with Section 6.5 (Section 6.6 for Illinois) of the AT&T Midwest Remedy Plan.

**ATTACHMENT 10
NON-INTERCOMPANY SETTLEMENT
(NICS)**

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ATTACHMENT NON-INTERCOMPANY SETTLEMENT (NICS)

1. INTRODUCTION

- 1.1 This Attachment sets forth the terms and conditions under which AT&T MIDWEST REGION 5-STATE will perform the revenue settlement of intrastate/intraLATA local/toll alternately billed calls between AT&T MIDWEST REGION 5-STATE and the Sprint CLEC via the Centralized Message Distribution System (CMDS) NICS reports.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T ILLINOIS** - As used herein, AT&T ILLINOIS means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.
- 1.4 **AT&T INDIANA** - As used herein, AT&T INDIANA means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.
- 1.5 **AT&T MICHIGAN** - As used herein, AT&T MICHIGAN means Michigan Bell Telephone Company d/b/a AT&T Michigan, the applicable AT&T-owned doing business in Michigan.
- 1.6 **AT&T MIDWEST REGION 5-STATE** - As used herein, AT&T MIDWEST REGION 5-STATE means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.7 **AT&T OHIO** - As used herein, AT&T OHIO means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.
- 1.8 **AT&T WISCONSIN** - As used herein, AT&T WISCONSIN means Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC doing business in Wisconsin.

2. DEFINITIONS

- 2.1 **“Centralized Message Distribution System” (CMDS)** - means the industry-wide data collection system located in St. Louis, Missouri which handles the daily exchange of toll message details between LECs that are Direct Participants of the systems.

2.2 **“Direct Participants” (DP)** - the 24 pre-divestiture Bell Operating Companies that interface directly with CMDS. Following is a list of the Direct Participants:

- 2.2.1 New England Telephone Company
 - 2.2.2 New York Telephone Company
 - 2.2.3 Bell Atlantic, NJ
 - 2.2.4 Bell Atlantic, PA
 - 2.2.5 Bell Atlantic, DE
 - 2.2.6 Bell Atlantic, DC
 - 2.2.7 Bell Atlantic, MD
 - 2.2.8 Bell Atlantic, VA
 - 2.2.9 Bell Atlantic, WV
 - 2.2.10 Southern Bell Telephone Company
 - 2.2.11 South Central Bell Telephone Company
 - 2.2.12 The Ohio Bell Telephone Company d/b/a AT&T Ohio
 - 2.2.13 Michigan Bell Telephone Company d/b/a AT&T Michigan
 - 2.2.14 Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana
 - 2.2.15 Illinois Bell Telephone Company d/b/a AT&T Illinois
 - 2.2.16 Wisconsin Bell Telephone Company d/b/a AT&T Wisconsin
 - 2.2.17 Northwestern Bell Telephone Company
 - 2.2.18 Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas
 - 2.2.19 Mountain Bell Telephone Company
 - 2.2.20 Pacific Bell Telephone Company d/b/a AT&T California
 - 2.2.21 Nevada Bell Telephone Company d/b/a AT&T Nevada
 - 2.2.22 The Southern New England Telephone Company
 - 2.2.23 Cincinnati Bell Telephone Company
- 2.3 **“Exchange Message Interface” (EMI)** -the format used for the exchange of telecommunications message information. EMI format is contained in the Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry guidelines for exchange message records.
- 2.4 **“Local Exchange Carriers” (LECs) or “Exchange Carriers” (ECs)** - facilities-based providers of local telecommunication services.
- 2.5 **“Non-Intercompany Settlement” (NICS)** is a revenue exchange process for messages which originate from Sprint CLEC and bill to AT&T MIDWEST REGION 5-STATE and message which originate from AT&T MIDWEST REGION 5-STATE and bill to Sprint CLEC. NICS messages must originate and bill within the same AT&T MIDWEST REGION 5-STATE Company.

3. NON-INTERCOMPANY SETTLEMENT (NICS) DESCRIPTION

- 3.1 Non-Intercompany Settlement (NICS) shall apply only to alternately billed messages (calling card, third number billed and collect calls) originated by AT&T MIDWEST REGION 5-STATE and billed by the CLEC [when the CLEC is using its own end office switch], or messages for calls originated by the CLEC and billed by AT&T MIDWEST REGION 5-STATE within the same AT&T MIDWEST REGION 5-STATE

STATE State (i.e., messages for intrastate/intraLATA traffic only). For example, an alternately billed call originating within AT&T ILLINOIS territory and billed to a CLEC within AT&T ILLINOIS would be covered by this section; a call originating within AT&T MICHIGAN but billing outside of AT&T MICHIGAN would not be NICS.

- 3.2 NICS does not extend to 900 or 976 calls or to other pay per call services.
- 3.3 The Telcordia Technologies NICS report is the source for revenue to be settled between AT&T MIDWEST REGION 5-STATE and Sprint CLEC. NICS settlement will be incorporated into the Sprint CLEC's monthly invoice.
- 3.4 This agreement does not cover calls originating and billing within a state outside of AT&T MIDWEST REGION 5-STATE. For such traffic, Sprint CLEC should obtain NICS-type agreements with the LECs in that state.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 Each Party is responsible for submitting the appropriate EMI billable record (as defined in the Telcordia Technologies NICS System Specifications document) to Telcordia CMDS for inclusion in the NICS report when an alternately billed call originates from its end user.

5. BASIS OF COMPENSATION

- 5.1 Sprint CLEC agrees to pay a \$.05 per message charge to AT&T MIDWEST REGION 5-STATE for all qualifying messages billed by AT&T MIDWEST REGION 5-STATE.
- 5.2 AT&T MIDWEST REGION 5-STATE agrees to pay the same \$.05 a per message charge to Sprint CLEC for all qualifying messages billed by Sprint CLEC.
- 5.3 Net payment shall be due within thirty (30) days of the date of the invoice. Net payment is the amount due to AT&T MIDWEST REGION 5-STATE or Sprint CLEC based on netting the amount due AT&T MIDWEST REGION 5-STATE and the amount due Sprint CLEC from the Telcordia Technologies NICS report. A late payment charge of one and one half percent (1 1/2%) per month, or the highest amount allowed by law, whichever is greater, shall apply to past due amounts.

**ATTACHMENT-PRICING
(WISCONSIN)**

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ATTACHMENT PRICING

1. INTRODUCTION

- 1.1 This Attachment sets forth the pricing terms and conditions only for the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 below. The rate table included in this Attachment is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement, including but not limited to the term “UNE,” as that term is defined and used in this Agreement.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T WISCONSIN** - As used herein, **AT&T WISCONSIN** means Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC doing business in Wisconsin.
- 1.4 **Replacement of Non-Interim Rates**
- Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission (“Commission-established Non-Interim Rate(s)”). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as “TBD” (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services (“Products or Services”) available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice (“Rate Change Notice”) to the other Party, ***after the effective date of such order***, that it wishes for the modified Commission-established Non-Interim Rate(s), (“Modified Rate(s)”) to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, Sprint’s billing tables will be updated to reflect (and Sprint will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably

practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

- 1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and AT&T WISCONSIN will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.
- 1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.
- 1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.
- 1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon AT&T Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, AT&T Illinois shall begin billing Sprint the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the

Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and AT&T Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.

1.6 Replacement of Interim Rates

Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days ***after the effective date of such Commission order***, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, **AT&T WISCONSIN** will update Sprint's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

- 1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and **AT&T WISCONSIN** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.
- 1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.
- 1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise

superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.

1.7 Notice to Adopting CLECs

1.7.1 Notwithstanding anything to the contrary in this Attachment and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act (“Adopting CLEC”), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN’d Agreement provisions become effective between AT&T WISCONSIN and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC’s Section 252(i) adoption (“MFN Effective Date”)) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.

1.8 The following defines the zones found in this Attachment Pricing:

For Loops:

<u>Access Area:</u>	<u>Total Access Lines:</u>
A	See: Tariff 20, Part 4, Section 2, Sheet 2
B	See: Tariff 20, Part 4, Section 2, Sheet 2
C	See: Tariff 20, Part 4, Section 2, Sheet 2

1.9 AT&T WISCONSIN’s obligation to provide Interconnection, Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services (“Products or Services”) under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent Sprint orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, AT&T WISCONSIN may reject the order. In the event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Attachment UNEs of this Agreement, Sprint may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which Sprint is seeking to order the Product or Service, Sprint may seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that Sprint orders, and AT&T WISCONSIN provisions, a Product or Service to Sprint for which there are not rates, terms and conditions in this Agreement, then Sprint understands and agrees that one of the following will occur:

1.9.1 Sprint shall pay for the Product or Service provisioned to Sprint at the rates set forth in AT&T WISCONSIN’s applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then Sprint shall pay for the Product or Service at AT&T WISCONSIN’s current generic contract rate for the Product or Service set forth in AT&T WISCONSIN’s applicable state-specific generic pricing schedule as published on AT&T WISCONSIN’s CLEC Online website; or

1.9.2 Sprint will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and AT&T WISCONSIN may, without further obligation, reject future orders and

further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.

- 1.9.3 AT&T WISCONSIN's provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of AT&T WISCONSIN's right to charge and collect payment for such Products and/or Services.

1.10 Establishment of "TBD" Rates

- 1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by AT&T WISCONSIN for that Product or Service and incorporated into AT&T WISCONSIN's current state-specific generic pricing schedule as published on AT&T WISCONSIN's CLEC Online website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders Sprint submitted and AT&T WISCONSIN provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. AT&T WISCONSIN shall provide written notice to Sprint of the application of the rate, price or charge that has been established, and Sprint's billing tables will be updated to reflect (and Sprint will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, AT&T WISCONSIN shall bill Sprint to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.

- 1.10.2 AT&T WISCONSIN's provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of AT&T WISCONSIN's right to charge and collect payment for such Products and/or Services.

2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a 30 day calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Attachment. A longer minimum service period may apply for UNEs provided under the BFR process, as set forth in the UNEs Attachment of this Agreement.
- 2.2 For purposes of reciprocal compensation only, measurement of minutes of use 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.
- 2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed AT&T WISCONSIN will first compute the mileage using the V&H coordinates method, as set forth in the

National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, AT&T WISCONSIN will round up to the next whole mile before determining the mileage and applying rates.

3. NON-RECURRING CHARGES

- 3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as “non-recurring charges”.
- 3.2 Nonrecurring Charges may be applicable for all five (5) categories of rates.
- 3.3 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each UNE.
- 3.4 For Resale, when Sprint converts an End User currently receiving non-complex service from the AT&T WISCONSIN network, without any changes to AT&T WISCONSIN's network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.5 Sprint shall pay a non-recurring charge when Sprint adds a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by Sprint allowing others to use Sprint's SS7 signaling network.
- 3.6 Sprint shall pay a service order processing/administration charge for each service order submitted by Sprint to AT&T WISCONSIN to process a request for installation, disconnection, rearrangement, changes to or record orders for UNEs and Resale.
- 3.7 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.
- 3.8 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Tables.

4. BILLING

- 4.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

ATTACHMENT – PRICING (CELLULAR/PCS)WISCONSIN

1. The rates for transport and termination shall be as follows. (Per Conversation MOU)

Type 2A	Type 2B	Type 1
Bill & Keep	Bill & Keep	Bill & Keep

Note: Per Wisconsin Commission Order dated June 4, 2009 in Docket # 6720-TI-211 Wisconsin traffic between the Parties is roughly in balance and thus per that order bill and keep is required.

2. Carrier Facilities will be provided at the same rates, terms, and conditions that similar Facilities are provided by Telco.

3. Shared Facility Factor

AT&T	50%
Sprint	50%

AT&T	50%
Nextel	50%

AT&T	50%
NCPR	50%

Note: Per Wisconsin Commission Order dated June 4, 2009 in Docket # 6720-TI-211 Wisconsin traffic

between the Parties is roughly in balance and thus per that order equal facility sharing is required.

4. Originating Party uses Terminating Party's Facilities (DS3 and above). May be paid on a flat rate of \$74.72 per month per 200,000 MOUs of Land to Mobile traffic billed by SPCS or as an MOU additive of \$.000374 per MOU billed by SPCS. High bandwidth facility rates will be reviewed no more often than once per year, a carrier specific amendment will be executed to amend the high bandwidth rate.

5. Exchange Access Percentage:

- 5.1 Terminating InterMTA Traffic Percentage

Sprint	.6%
Nextel	2%
NPCR d/b/a Nextel Partners	2%

- 5.2 Originating Landline to CMRS Switched Access Traffic Percentage

Sprint	5%
Nextel	2%
NPCR d/b/a Nextel partners	2%

6. Exchange Access Rates

- 6.1 Terminating IntraLATA InterMTA Traffic Rate \$.007072

- 6.2 Originating Landline to CMRS Switched Access Traffic Rate \$.006812

7. The rates for Type 2A and Type 2B trunk port elements are as follows:

Monthly Recurring (Carrier dedicated trunk)

Analog \$20.00, plus \$2.53 per mile/per trunk

Digital \$70.00, plus \$30.00 per mile/per DS-1

Non-recurring (Carrier dedicated trunk)

Analog \$150.00

Digital \$500.00

The rates for Type 1 trunk port elements are as follows:

Monthly Recurring (Carrier dedicated trunk)

Analog \$20.00, plus \$2.53 per mile/per trunk

Digital \$70.00, plus \$30.00 per mile/per DS-1

Non-Recurring (Carrier dedicated trunk)

Analog \$150.00

Digital \$500.00

Additional rates for Type 1 are provided in Telco tariff Wisconsin 20, as amended from time to time.

8. Other Charges

8.1 Selective Class of Call Screening. This service is not currently provided in this State.

8.2 Cancellation Charge. This service is not currently applicable in this State.

8.3 Rollover Charges. This service is not currently applicable in this State.

8.4 Charges for miscellaneous other items such as Service Establishment, Change in Service Arrangement, Changes in Trunk interfaces, Additional Engineering, Additional Labor Charges, Access Order Charge, Design Change Charge, Service Date Change Charge, ACNA, Billing Account Number (BAN) and Circuit Identification Change Charges, and Supercedure charges are governed by Telco's applicable interstate Access Services tariff.

9. The rates for Transit Service shall be \$0.004537/per MOU.

WISCONSIN - Generic Pricing Schedule			USOC	Monthly Recurring Rate	Non-Recurring Rate (Initial)	Non-Recurring Rate (Additional)
Line						
1	NETWORK ELEMENTS					
2	Loops					
3		2-Wire Analog - Rural (Access Area C)	U2HXC	\$ 16.02	See NRC Prices Below	
4		2-Wire Analog - Suburban (Access Area B)	U2HXB	\$ 13.33	See NRC Prices Below	
5		2-Wire Analog - Metro (Access Area A)	U2HXA	\$ 11.69	See NRC Prices Below	
6		2-Wire Ground Start, Analog DID/Reverse Battery - Rural (Access Area C)	U2WXC	\$ 17.34	See NRC Prices Below	
7		2-Wire Ground Start, Analog DID/Reverse Battery - Suburban (Access Area B)	U2WXB	\$ 14.44	See NRC Prices Below	
8		2-Wire Ground Start, Analog DID/Reverse Battery - Metro (Access Area A)	U2WXA	\$ 12.26	See NRC Prices Below	
9		2-Wire Ground Start, PBX - Rural (Access Area C)	U2JXC	\$ 17.34	See NRC Prices Below	
10		2-Wire Ground Start, PBX - Suburban (Access Area B)	U2JXB	\$ 14.44	See NRC Prices Below	
11		2-Wire Ground Start, PBX - Metro (Access Area A)	U2JXA	\$ 12.26	See NRC Prices Below	
12		2-Wire COPTS Coin - Rural (Access Area C)	U2CXC	\$ 17.73	See NRC Prices Below	
13		2-Wire COPTS Coin - Suburban (Access Area B)	U2CXB	\$ 14.80	See NRC Prices Below	
14		2-Wire COPTS Coin - Metro (Access Area A)	U2CXA	\$ 12.55	See NRC Prices Below	
15		2-Wire EKL - Rural (Access Area C)	U2KXC	\$ 21.17	See NRC Prices Below	
16		2-Wire EKL - Suburban (Access Area B)	U2KXB	\$ 17.99	See NRC Prices Below	
17		2-Wire EKL - Metro (Access Area A)	U2KXA	\$ 15.08	See NRC Prices Below	
18		Conditioning for dB Loss				
19		4-Wire Analog - Rural (Access Area C)	U4HXC	\$ 38.61	See NRC Prices Below	
20		4-Wire Analog - Suburban (Access Area B)	U4HXB	\$ 32.52	See NRC Prices Below	
21		4-Wire Analog - Metro (Access Area A)	U4HXA	\$ 27.37	See NRC Prices Below	
22		2-Wire Digital - Rural (Access Area C)	U2QXC	\$ 21.99	See NRC Prices Below	
23		2-Wire Digital - Suburban (Access Area B)	U2QXB	\$ 18.39	See NRC Prices Below	
24		2-Wire Digital - Metro (Access Area A)	U2QXA	\$ 15.55	See NRC Prices Below	
25		Service Coord. Fee per account, per CO	UFE	\$ 1.77		
26		DS1 Loop - Rural (Access Area C)	4U1XC	\$ 52.82	See NRC Prices Below	
27		DS1 Loop - Suburban (Access Area B)	4U1XB	\$ 54.41	See NRC Prices Below	
28		DS1 Loop - Metro (Access Area A)	4U1XA	\$ 45.11	See NRC Prices Below	
29		DS3 Loop - Rural (Access Area C)	U4D3C	\$ 545.69	See NRC Prices Below	
30		DS3 Loop - Suburban (Access Area B)	U4D3B	\$ 528.88	See NRC Prices Below	
31		DS3 Loop - Metro (Access Area A)	U4D3A	\$ 438.33	See NRC Prices Below	
32						
33	DSL Capable Loops					
34		2-Wire xDSL Loop				
35		PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	2SLA3	\$ 13.33	See NRC Prices Below	
36		PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	2SLA2	\$ 12.33	See NRC Prices Below	
37		PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	2SLA1	\$ 11.85	See NRC Prices Below	
38						
39		PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	2SLC3	\$ 13.33	See NRC Prices Below	
40		PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	2SLC2	\$ 12.33	See NRC Prices Below	
41		PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	2SLC1	\$ 11.85	See NRC Prices Below	
42						
43		PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	2SLB3	\$ 13.33	See NRC Prices Below	
44		PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	2SLB2	\$ 12.33	See NRC Prices Below	
45		PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	2SLB1	\$ 11.85	See NRC Prices Below	
46						
47		PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	2SLD3	\$ 13.33	See NRC Prices Below	
48		PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	2SLD2	\$ 12.33	See NRC Prices Below	
49		PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	2SLD1	\$ 11.85	See NRC Prices Below	
50						
51		PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	UWRA3	\$ 13.33	See NRC Prices Below	
52		PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	UWRA2	\$ 12.33	See NRC Prices Below	
53		PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	UWRA1	\$ 11.85	See NRC Prices Below	
54						
55		PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	2SLF3	\$ 13.33	See NRC Prices Below	
56		PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	2SLF2	\$ 12.33	See NRC Prices Below	
57		PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	2SLF1	\$ 11.85	See NRC Prices Below	
58		4-Wire xDSL Loop				
59		PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	4SL13	\$ 24.53	See NRC prices below	
60		PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	4SL12	\$ 22.42	See NRC prices below	
61		PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	4SL11	\$ 21.25	See NRC prices below	
62						
63	IDSL Capable Loop					
64		IDSL Loop Access Area C - Rural	UY5FC	\$ 21.99	See NRC Prices Below	
65		IDSL Loop Access Area B - Suburban	UY5FB	\$ 18.39	See NRC Prices Below	
66		IDSL Loop Access Area A - Metro	UY5FA	\$ 15.55	See NRC Prices Below	
67						
68	Loop Qualification Process					
69		Loop Qualification Process - Mechanized	NR98U	N/A	\$ 0.10	N/A
70		Loop Qualification Process - Manual	NRBXU	N/A	\$ 26.12	N/A
71						
72	DSL Conditioning Options - >12KFT and <17.5KFT*					
73		Removal of Repeater Options	NRBXV	N/A	\$ 149.01	N/A

WISCONSIN - Generic Pricing Schedule			USOC	Monthly Recurring Rate	Non-Recurring Rate (Initial)	Non-Recurring Rate (Additional)
Line						
74		Removal Bridged Tap Option	NRBXW	N/A	\$ 720.01	N/A
75		Removal of Load Coil	NRBXZ	N/A	\$ 691.82	N/A
76		DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT*				
77		Removal of Repeater Options	NRBNL	N/A	\$ 145.82	N/A
78		Removal Bridged Tap Option	NRBNK	N/A	\$ 344.90	N/A
79		Removal of Load Coil	NRBNJ	N/A	\$ 582.38	N/A
80						
81		Removal of All or NON-Excessive Bridged Tap (RABT) - MMP*				
82		Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRMRJ	N/A	\$ 230.66	
83		Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP	N/A	\$ 597.00	
84		Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	NRMRS	N/A	\$ 230.66	
85		Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental	NRMRM	N/A	\$ 230.66	
86						
87	* IN Wisconsin only, if CLEC has incorporated the UNE Loop rates from PSCW Docket 6720-TI-187 into this Agreement, the non-recurring conditioning rates for					
88	Wisconsin set forth herein above shall be eliminated and AT&T Wisconsin shall cease to bill and collect for such rates.					
89						
90		Loop Non-Recurring Charges				
91		Bus Service Order - Establish	SEPUP		\$ 0.07	
92		Bus Service Order - Establish - Disconnect	NR9OE		\$ 0.04	
93		Bus Service Order - Add/Change	REAH9		\$ 0.07	
94		Bus Line Connection - Stand alone UNE loop	SEPUC		\$ 30.64	
95		Bus Line Connection - Stand alone UNE loop - Disconnect	NR9OG		\$ 3.86	
96		Bus Line Connection Add/Change	REAH5		\$ 30.64	
97		Bus Record Work Only	NR9UP		\$ 0.04	
98		Res Service Order - Establish	SEPUP		\$ 0.07	
99		Res Service Order - Establish - Disconnect	NR9OE		\$ 0.04	
100		Res Service Order - Add/Change	REAH9		\$ 0.07	
101		Res Line Connection	SEPUC		\$ 30.64	
102		Res Line Connection - Disconnect	NR9OG		\$ 3.86	
103		Res Line Connection Add/Change	REAH5		\$ 30.64	
104		Res Record Work Only	NR9UP		\$ 0.04	
105		Service Order - Establish - Interim Rate per Second Interim Order - 2 Wire digital Disconnect	NKCQM		\$ 0.04	
106		Line Connection per termination - DSO/Digital Disconnect	NKCQN		\$ 3.86	
107						
108						
109		DS1 Loop Non-Recurring Charges				
110		Administrative Charge - per order	NR9OR		\$ 138.62	
111		Administrative Charge - per order - Disconnect	NR9OT		\$ 55.72	
112		Design & Central Office Connection Charge-per circuit	NR9OU		\$ 433.60	
113		Design & Central Office Connection Charge-per circuit - Disconnect	NR9OV		\$ 81.11	
114		Customer Connection Charge per Termination	NR9OW		\$ 179.90	
115						
116		DS3 Loop Non-Recurring Charges				
117		Administrative Charge - per order	NR9OY	N/A	\$ 83.66	N/A
118		Administrative Charge - Disconnect Order	NR9OZ	N/A	\$ 39.93	N/A
119		Design & Central Office Connection Charge, per circuit	NR9O1	N/A	\$ 587.70	N/A
120		Design & Central Office Connection Charge, per circuit - Disconnect	NR9O2	N/A	\$ 82.92	N/A
121		Customer Connection Charge per Termination	NR9O3	N/A	\$ 197.18	N/A
122						
123		LST				
124		Line & Station Transfer (LST) performed on CODSLAM Loop	URCLD	N/A	\$ 160.08	
125						
126		LNP				
127		Local Number Portability	NSR	\$0.00		
128						
129		Cross Connects				
130		2-Wire	CXCT2	\$ 0.19	N/A	N/A
131		4-Wire	CXCT4	\$ 0.38	N/A	N/A
132		DS1/LT1	CXCDX	\$ 0.52	N/A	N/A
133		DS3/LT3	CXC8X	\$ 0.96	N/A	N/A
134		DS3 C.O. Cross-Connect to Collocation	CXCBX	\$ 25.89		
135						
136		Dedicated Transport				
137		Interoffice Transport:				
138		DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	\$ 18.49		
139		Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	\$ 2.19		
140		DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4W1-W3	\$ 191.33		
141		Interoffice Mileage - Per Mile - All Zones	1YZB1-B3	\$ 33.29		
142						
143		Multiplexing				
144		DS1 to Voice Grade	QMVX1-X3	\$ 342.91		
145		DS3 to DS1	QM3X1-X3	\$ 473.51		

WISCONSIN - Generic Pricing Schedule			USOC	Monthly Recurring Rate	Non-Recurring Rate (Initial)	Non-Recurring Rate (Additional)
Line						
146						
147	Dedicated Transport Cross Connects					
148	DS1		CXCDX	\$ 0.52		
149	DS3		CXCEX	\$ 0.96		
150						
151	Dark Fiber Interoffice					
152		Dark Fiber Interoffice Termination (Per Termination per Fiber)	ULYCX	\$ 30.41		
153		Dark Fiber Interoffice Mileage (Per Fiber per Foot)	ULNCF	\$ 0.003315		
154		Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	UKCJX	\$ 2.69		
155	Inquiry (Per Request)					
156		Dark Fiber Interoffice Transport - NRC	NR9D6		\$ 284.17	
157	FIRM ORDER (Per Fiber Strand)					
158		Administrative per Order				
159		Connect	NRB51		\$ 10.97	
160		Disconnect	N49H2		\$ 12.73	
161		Dark Fiber Interoffice Transport - NRC				
162		Connect	NRB54		\$ 411.80	
163		Disconnect	NR9H5		\$ 106.10	
164						
165	Dedicated Transport Optional Features & Functions					
166	DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	CLYX1-X3	N/A	\$ 271.14	
167		Clear Channel Capability - Per 1.544 Mbps Circuit Arranged - Disconnect	PENDING		\$ 63.91	
168						
169	Dedicated Transport Installation & Rearrangement Charges					
170	DS1	Administration Charge - Per Order	ORCMX	N/A	\$ 93.93	N/A
171		Administrative Charge - Per Disconnect Order	TBD	N/A	\$ 51.45	N/A
172		Design & Central Office Connection Charge - Per Circuit	NRBCL	N/A	\$ 458.47	N/A
173		Design & Central Office Connection Charge Disconnect - Per Circuit	TBD	N/A	\$ 82.00	N/A
174		Carrier Connection Charge - Per Order	NRBBL	N/A	\$ 181.97	N/A
175	DS3	Administration Charge - Per Order	ORCMX	N/A	\$ 88.25	N/A
176		Administrative Charge - Per Disconnect Order	TBD	N/A	\$ 54.50	N/A
177		Design & Central Office Connection Charge - Per Circuit	NRBCL	N/A	\$ 629.55	N/A
178		Design & Central Office Connection Charge Disconnect - Per Circuit	TBD	N/A	\$ 89.31	N/A
179		Carrier Connection Charge - Per Order	NRBBL	N/A	\$ 197.18	N/A
180						
181	Routine Modifications					
182		Routine Modifications of Existing Facilities Charge	N3RUE	N/A	ICB	N/A
183						
184	Maintenance of Service Charge		VRP	N/A	\$ 71.00	N/A
185						
186						
187	OTHER					
188						
189		Directory Assistance				
190		Facility-based DA				
191		Directory Assistance, per call	OPEN	\$ 0.40	N/A	N/A
192		National Directory Assistance (NDA), per call	OPEN	\$ 0.65	N/A	N/A
193		Reverse Directory Assistance (RDA), per call	OPEN	\$ 0.65	N/A	N/A
194		Business Category Search (BCS) / if applicable, per call	OPEN	\$ 0.65	N/A	N/A
195		Directory Assistance Call Completion (DACC)	OPEN	\$ 0.15	N/A	N/A
196						
197		Branding - Other - Initial/Subsequent Load	OPEN		\$ 1,800.00	
198		- per call	OPEN	\$ 0.03		
199						
200		Branding - Facility Based - Initial/Subsequent Load				
201		- Branding, per trunk group	OPEN	N/A	\$ 800.00	N/A
202						
203		Rate Reference - Initial Load	OPEN	N/A	\$ 5,000.00	N/A
204		Rate Reference - Subsequent Load	OPEN	N/A		\$ 1,500.00
205						
206	DA Listings					
207		- per listing for initial load	OPEN		\$ 0.040	N/A
208		- per listing for subsequent updates	OPEN	\$ 0.060		N/A
209						
210	Operator Services					
211		Fully Automated Call Processing, per call	OPEN	\$ 0.15	N/A	N/A
212		Operator Assisted Call Processing - All Types (Including Busy Line Verify [BLV]				
213		and BLV/Emergency Interrupt [BLV/I]), per work second	OPEN	\$ 0.03	N/A	N/A
214						
215		Branding - Other - Initial/Subsequent Load	OPEN		\$ 1,800.00	
216		- per call	OPEN	\$ 0.03		
217						
218		Branding - Facility Based - Initial/Subsequent Load				

WISCONSIN - Generic Pricing Schedule			USOC	Monthly Recurring Rate	Non-Recurring Rate (Initial)	Non-Recurring Rate (Additional)
Line						
219		- per trunk group	OPEN	N/A	\$ 800.00	N/A
220						
221		Operator Services - Rate Reference - Initial Load	OPEN	N/A	\$ 5,000.00	N/A
222		Operator Services - Rate Reference - Subsequent Load	OPEN	N/A		\$ 1,500.00
223						
224		Ancillary Message Billing Compensation (Per Message)	OPEN	\$ 0.03	N/A	N/A
225						
226		Non Intercompany Settlement (NICS) Billing Charge (Per Message)	N/A	\$ 0.05		
227						
228		Structure Access - Poles & Ducts		Annually		
229		Poles (\$/attachment/yr.)* ##	OPEN	\$ 2.50		
230		Per Foot Conduit Occupancy Fees ##				
231		Full Duct (\$/ft/yr.)	OPEN	\$ 0.96		
232		Half Duct (\$/ft/yr)	OPEN	\$ 0.48		
233						
234		Application fee	OPEN		\$ 200.00	
235						
236		Unauthorized Attachment Fee	OPEN		\$500 per Pole	
237		Unauthorized Occupancy Fee	OPEN		\$50 per Conduit Foot	
238						
239		* For(1) each one foot of usable space, or fraction thereof, occupied and (2) each additional one foot of space,				
240		or fraction thereof, rendered unusable by the attachment's presence.				
241		## Note: All pole and conduit license fees are for a period of one year from January 1 thru December 31,				
242		effective January 1, 2005 and billable semi-annually in advance in January and July of each year.				
243		New rates will be communicated to CLEC no later than November 1st for the succeeding year.				
244						
245		Emergency Number Service Access				
246		911 Selective Router Interconnection				
247		- Digital DS1 Interface	OPEN	\$ 333.02	\$ 1,231.58	
248		- Each DSO installed	OPEN	N/A	\$ 642.28	
249		- Analog Channel Interface	EVG9X	\$ 26.29	\$ 737.59	
250		ANI/ALI/SR and Database Management				
251		- Per 100 records, rounded up to nearest 100	9S89X	\$ 3.75	\$ 642.78	
252		- Access Routing File (CD-ROM)	OPEN	\$ 23.39		
253		911 Selective Router Switch Administration				
254		- Per Selective Router	OPEN	\$ 6.05	\$ 2,318.07	
255						
256		Daily Usage Feed (DUF), per message	USAGE	\$ 0.000531		
		TRANSIT SERVICE				
		Tandem Switching per MOU	USAGE	\$ 0.004406		
		Tandem Transport per MOU	USAGE	\$ 0.000070		
		Tandem Transport Facility per MOU per Mile	USAGE	\$ 0.000061		
257						
258		INTERCARRIER COMPENSATION				
259		Rate for All ISP-Bound and Section 251(b)(5) Traffic	USAGE	Bill & Keep		
		Note: Per Wisconsin Commission Order dated June 4, 2009 in Docket 6720-TI-211 Wisconsin Traffic between the Parties is roughly in Balance and thus per that Order Bill & Keep is required.				
260						
261		BONA FIDE REQUEST				
262		Deposit	OPEN		\$2,000.00	
263						
264						
265		RESALE		RECURRING	NON-RECURRING	
266		BUSINESS				
267		LOCAL EXCHANGE SERVICE				
268		Business 1 Party	RESALE	17.50%	27.50%	
269		Business - Measured	RESALE	17.50%	27.50%	
270		Customer Operated Pay Telephone (COPT)	RESALE	N/A	27.50%	
271						
272		EXPANDED LOCAL CALLING				
273		Extended Area Service	RESALE	20.00%	20.00%	
274						
275		VERTICAL SERVICES				
276		Anonymous Call Rejection	RESALE	25.00%	25.00%	
277		Repeat Dialing (Auto Redial)	RESALE	25.00%	25.00%	
278		Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	RESALE	25.00%	25.00%	
279		Call Blocker	RESALE	25.00%	25.00%	
280		Call Forwarding	RESALE	25.00%	25.00%	
281		Call Forwarding - Busy Line	RESALE	25.00%	25.00%	
282		Call Forwarding - Busy Line/Don't Answer	RESALE	25.00%	25.00%	
283		Call Forwarding - Don't Answer	RESALE	25.00%	25.00%	

WISCONSIN - Generic Pricing Schedule			USOC	Monthly Recurring Rate	Non-Recurring Rate (Initial)	Non-Recurring Rate (Additional)
Line						
284	Automatic CallBack (Call Return)		RESALE	25.00%	25.00%	
285	Automatic CallBack-Per Use (Call Return - Usage Sensitive)		RESALE	25.00%	25.00%	
286	Call Trace		RESALE	25.00%	25.00%	
287	Call Waiting		RESALE	25.00%	25.00%	
288	Caller ID WithName (Calling Name)		RESALE	25.00%	25.00%	
289	Caller ID (Calling Number)		RESALE	25.00%	25.00%	
290	MultiRing Service -1 (Personalized Ring - 1 Dependent Number)		RESALE	25.00%	25.00%	
291	MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)		RESALE	25.00%	25.00%	
292	Remote Access to Call Forwarding (Grandfathered)		RESALE	0.00%	0.00%	
293	Selective Call Forwarding		RESALE	0.00%	0.00%	
294	Multi-Path Call Forwarding (Simultaneous Call Forwarding)		RESALE	25.00%	25.00%	
295	Remote Call Forwarding-Per Feature		RESALE	25.00%	25.00%	
296	RCF, Interstate, Interexchange		RESALE	25.00%	25.00%	
297	RCF, Intrastate		RESALE	25.00%	25.00%	
298	RCF, Interstate, International		RESALE	25.00%	25.00%	
299	RCF, Intrastate, Interexchange		RESALE	25.00%	25.00%	
300	RCF to 800		RESALE	25.00%	25.00%	
301	RCF Additional		RESALE	25.00%	25.00%	
302	Speed Calling 8		RESALE	25.00%	25.00%	
303	Speed Calling 30		RESALE	25.00%	25.00%	
304	Three Way Calling		RESALE	25.00%	25.00%	
305	Call Screening		RESALE	25.00%	25.00%	
306	Busy Line Transfer		RESALE	25.00%	25.00%	
307	Alternate Answer		RESALE	25.00%	25.00%	
308	Message Waiting - Tone		RESALE	25.00%	25.00%	
309	Easy Call		RESALE	25.00%	25.00%	
310	Prime Number Service		RESALE	25.00%	25.00%	
311	AT&T Wisconsin Privacy Manager		RESALE	25.00%	25.00%	
312	Name and Number Delivery Service		RESALE	25.00%	25.00%	
313						
314	DID					
315	DID		RESALE	15.00%	15.00%	
316						
317	TRUNKS					
318	Trunk		RESALE	17.50%	17.50%	
319						
320	AIN					
321	Area Wide Networking		RESALE	25.00%	25.00%	
322	AT&T Wisconsin Switch Alternate Routing (ANSAR)		RESALE	25.00%	25.00%	
323	AT&T Wisconsin Customer Location Alternate Routing (ACLAR)		RESALE	25.00%	25.00%	
324						
325	OTHER					
326	Grandfathered Services		RESALE	0.00%	0.00%	
327	Promotions (Greater than 90 days)		RESALE	25.00%	25.00%	
328	TouchTone (Business)		RESALE	25.00%	25.00%	
329	TouchTone (Trunk)		RESALE	25.00%	25.00%	
330	900/976 Call Blocking (900/976 Call Restriction)		RESALE	0%	0%	
331	976 (976 Information Delivery Service)		RESALE	0%	0%	
332	Access Services (See Current Access Tariff)		RESALE	0%	0%	
333	Additional Directory Listings		RESALE	15.00%	15.00%	
334	Carrier Disconnect Service (Company Initiated Suspension Service)		RESALE	0%	0%	
335	Connection Services		RESALE	25.00%	25.00%	
336	Premise Services/Line Backer (Maintenance of Service Charges)		RESALE	0%	0%	
337	Shared Tenant Service		RESALE	0%	0%	
338						
339	Data Services					
340	Gigabit Ethernet Metropolitan Area Network (GigaMAN)		RESALE	8.00%	8.00%	
341	PBX Trunks		RESALE	8.00%	8.00%	
342	Multi-Service Optical Network (MON)		RESALE	8.00%	8.00%	
343	OCn-PTP		RESALE	8.00%	8.00%	
344	ADTS-E		RESALE	8.00%	8.00%	
345	DS0		RESALE	8.00%	8.00%	
346	DS1		RESALE	8.00%	8.00%	
347	DS3		RESALE	8.00%	8.00%	
348						
349	ISDN					
350	ISDN		RESALE	9.70%	9.70%	
351						
352	DIRECTORY ASSISTANCE SERVICES					
353	Directory Assistance Services		RESALE	15.00%	15.00%	
354	Local Operator Assistance Service		RESALE	15.00%	15.00%	
355		National Directory Assistance (NDA), per call	OPEN	\$ 0.65	N/A	N/A
356		Reverse Directory Assistance (RDA), per call	OPEN	\$ 0.65	N/A	N/A

WISCONSIN - Generic Pricing Schedule			USOC	Monthly Recurring Rate	Non-Recurring Rate (Initial)	Non-Recurring Rate (Additional)
Line						
357		Business Category Search (BCS) / if applicable, per call	OPEN	\$ 0.65	N/A	N/A
358		Directory Assistance Call Completion (DACC)	OPEN	\$ 0.15	N/A	N/A
359						
360		Branding - Other - Initial/Subsequent Load	OPEN		\$ 1,800.00	
361		- per call	OPEN	\$ 0.03		
362						
363		Branding - Facility Based - Initial/Subsequent Load				
364		- Branding, per trunk group	OPEN	N/A	\$ 800.00	N/A
365						
366		Rate Reference - Initial Load	OPEN	N/A	\$ 5,000.00	N/A
367		Rate Reference - Subsequent Load	OPEN	N/A		\$ 1,500.00
368		TOLL				
369		TOLL	RESALE	25.00%	25.00%	
370						
371		OPTIONAL TOLL CALLING PLANS				
372		Optional Toll Calling Plans	RESALE	25.00%	25.00%	
373						
374		CENTREX (PLEXAR)				
375		AT&T Wisconsin Centrex Service ACS	RESALE	25.00%	25.00%	
376		AT&T Wisconsin Centrex Network Manager	RESALE	0.00%	0.00%	
377						
378		PRIVATE LINE				
379		Analog Private Lines	RESALE	8.00%	8.00%	
380		Private Line Channel Services	RESALE	8.00%	8.00%	
381						
382		RESIDENCE		RESALE DISCOUNTS		
383		LOCAL EXCHANGE SERVICE		RECURRING	NON-RECURRING	
384		Life Line	RESALE	0.00%	0.00%	
385		Residence 1 Party	RESALE	14.50%	25.00%	
386		Residence Measured	RESALE	14.50%	25.00%	
387						
388		EXPANDED LOCAL CALLING				
389		Extended Area Service	RESALE	17.50%	17.50%	
390						
391		VERTICAL SERVICES				
392		Anonymous Call Rejection	RESALE	23.00%	23.00%	
393		Repeat Dialing (Auto Redial)	RESALE	23.00%	23.00%	
394		Repeat Dialing - Per Use (Auto Redial - Usage Sensitive)	RESALE	23.00%	23.00%	
395		Call Blocker	RESALE	23.00%	23.00%	
396		Call Forwarding	RESALE	23.00%	23.00%	
397		Call Forwarding - Busy Line	RESALE	23.00%	23.00%	
398		Call Forwarding - Busy Line/Don't Answer	RESALE	23.00%	23.00%	
399		Call Forwarding - Don't Answer	RESALE	23.00%	23.00%	
400		Automatic Call-Back (Call Return)	RESALE	23.00%	23.00%	
401		Automatic Call-Back Per Use (Call Return - Usage Sensitive)	RESALE	23.00%	23.00%	
402		Call Trace	RESALE	23.00%	23.00%	
403		Call Waiting	RESALE	23.00%	23.00%	
404		Caller ID with Name (Calling Name)	RESALE	23.00%	23.00%	
405		Caller ID (Calling Number)	RESALE	23.00%	23.00%	
406		Multi-Ring Service - 1 (Personalized Ring - 1 dependent number)	RESALE	23.00%	23.00%	
407		Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)	RESALE	23.00%	23.00%	
408		Remote Access to Call Forwarding (GF)	RESALE	0.00%	0.00%	
409		RCF, Interstate, Interexchange	RESALE	23.00%	23.00%	
410		RCF, Intrastate	RESALE	23.00%	23.00%	
411		RCF, Interstate, International	RESALE	23.00%	23.00%	
412		RCF, Intrastate, Interexchange	RESALE	23.00%	23.00%	
413		RCF to 800	RESALE	23.00%	23.00%	
414		RCF Additional	RESALE	23.00%	23.00%	
415		Selective Call Forwarding	RESALE	23.00%	23.00%	
416		Speed Calling 8	RESALE	23.00%	23.00%	
417		Three Way Calling	RESALE	23.00%	23.00%	
418		Call Screening	RESALE	23.00%	23.00%	
419		Busy Line Transfer	RESALE	23.00%	23.00%	
420		Alternate Answer	RESALE	23.00%	23.00%	
421		Message Waiting - Tone	RESALE	23.00%	23.00%	
422		Easy Call	RESALE	23.00%	23.00%	
423		AT&T Wisconsin Privacy Manager	RESALE	23.00%	23.00%	
424		Name and Number Delivery Service	RESALE	23.00%	23.00%	
425						
426		ISDN				
427		ISDN	RESALE	9.70%	9.70%	
428						
429		DIRECTORY ASSISTANCE SERVICES				

WISCONSIN - Generic Pricing Schedule					
Line		USOC	Monthly Recurring Rate	Non-Recurring Rate (Initial)	Non-Recurring Rate (Additional)
430	Directory Assistance Services	RESALE	15.00%	15.00%	
431	Local Operator Assistance Service	RESALE	15.00%	15.00%	
432					
433	OTHER				
434	Grandfathered Services	RESALE	0.00%	0.00%	
435	Promotions (Greater than 90 Days)	RESALE	23.00%	23.00%	
436	TouchTone	RESALE	23.00%	23.00%	
437	Home Services Packages	RESALE	23.00%	23.00%	
438	900/976 Call Blocking (900/976 Call Restriction)	RESALE	0%	0%	
439	976 (976 Information Delivery Service)	RESALE	0%	0%	
440	Access Services (See Current Access Tariff)	RESALE	0%	0%	
441	Additional Directory Listings	RESALE	15.00%	15.00%	
442	Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	0%	0%	
443	Connection Services	RESALE	25.00%	25.00%	
444	Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%	0%	
445	Shared Tenant Service	RESALE	0%	0%	
446	Restoral of Service Charge			Current Tariff 20 Part 22 Section 2	
447					
448	TOLL				
449	Toll	RESALE	21.50%	21.50%	
450					
451	Electronic Billing Information Data (daily usage)				
452	per message	RESALE	\$ 0.000531		
453					
454	Line Connection Charge				
455	Residence	RESALE	Current Tariff 20 Part 22 Section 2		
456	Business	RESALE	Current Tariff 20 Part 22 Section 2		
457					
458	Service Order/Service Request Charge				
459	Residence	RESALE	Current Tariff 20 Part 22 Section 2		
460	Business	RESALE	Current Tariff 20 Part 22 Section 2		
461					
462	Non-Electronic (Manual) Service Order Charge				
463	Residence	RESALE	Current Tariff 20 Part 22 Section 2		
464	Business	RESALE	Current Tariff 20 Part 22 Section 2		
465					
466	The IDLC conversion charge has been added to the unbundled loop rates, instead of being added as a separate line item, for administrative convenience. In the event the Commission orders a new unbundled rate elements contained in this resale appendix and the more detailed rate elements on file with the applicable state commission in the Wisconsin Bell, Inc., Ameritech Current Tariff, P.S.C. or v.v. to represent the rates applicable to CLEC for the above-listed services. Ameritech Wisconsin reserves its rights to change current tariffs filed with state commissions as is necessary from time to time as provided by Applicable Law.				
467					

Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
1	CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED				
2	REAL ESTATE				
3	Site Conditioning	Per Sq. Ft. of space used by CLEC	S8FWB		\$9.28
4	Safety & Security	Per Sq. Ft. of space used by CLEC	S8F4N		\$19.56
5	Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8F4L	\$5.97	
6	COMMON SYSTEMS				
7	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8F4A	\$0.44	\$59.86
8	PLANNING				
9	Planning - Central Office	Per Sq. Ft. of space used by CLEC	S8GCA	\$0.09	\$7.55
10	Planning	Per Request	NRFCDA		\$5,244.43
11	Planning - Subsequent Inter. Cabling	Per Request	NRFCFE		\$2,267.04
12	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10
13	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
14	Planning - Non-Standard	Per Request	NRFCH		\$1,436.00
15	POWER PROVISIONING				
16	Power Panel:				
17	50 Amp	Per Power Panel (CLEC Provided)	NONE		
18	200 Amp	Per Power Panel (CLEC Provided)	NONE		
19	Power Cable and Infrastructure:				
20	Power Cable Rack	Per Four Power Cables or Quad	NONE		
21	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	C1F31	\$0.25	\$48.23
22	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	\$0.25	\$48.23
23	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	C1F32	\$0.25	\$48.23
24	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	C1F33	\$0.25	\$48.23
25	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GF2	\$0.25	\$48.23
26	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	S8GF3	\$0.25	\$48.23
27	Equipment Grounding:				
28	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	S8FCR	\$0.03	\$0.92
29	DC POWER AMPERAGE CHARGE				
30	HVAC	Per 10 Amps	S8GCS	\$14.62	
31	Per Amp	Per Amp	S8GCR	\$10.61	
32	FIBER CABLE PLACEMENT				
33	Central Office:				
34	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	\$4.85	\$809.13
35	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76	
36	MISCELLANEOUS & OPTIONAL COST:				
37	MISCELLANEOUS COSTS				
38	Timing Lead	Per Linear Foot	S8F45	\$0.08	\$14.81
39	Bits Timing	Based on two (2) leads per circuit	S8FQT	\$3.58	\$698.82
40	Space Availability Report	Per Premise	NRFCQ		\$168.04
41	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
42	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
43	CAGE COMMON COSTS				
44	AC Circuit Placement	Per Sq. Ft. (CLEC provides cage)	NRL6O		\$5.29
45	INTERCONNECTION COSTS:				
46	ILEC TO CLEC CONNECTION				
47	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F48	\$3.86	\$156.02
48	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWU	\$3.86	\$156.02
49	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8FQM	\$295.42	\$3,105.79
50	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F46	\$6.07	\$486.89
51	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F47	\$115.30	\$1,809.40
52	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8FQN	\$5.69	\$116.67
53	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8FQR	\$3.58	\$698.82
54	CLEC TO CLEC CONNECTION				
55	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82	
56	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57	
57	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50	
58	Route Design		NRFCX		\$424.88
59	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFH	\$0.18	
60	Connection for DS3	Per Circuit (CLEC provides cable)	S8GFJ	\$0.12	
61	Connection for Optical	Per Cable (CLEC provides cable)	S8GFK	\$0.31	
62	TIME SENSITIVE ACTIVITIES				
63	PRE-VISITS				
64	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23
65	Comm. Tech - Craft	Per 1/4 Hour	NRFCS		\$19.60
66	CO Manager - 1st Level	Per 1/4 Hour	NRFCU		\$19.72
67	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCV		\$19.24
68	CONSTRUCTION VISITS				
69	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24
70	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23
71					
72	CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS				
73	REAL ESTATE				
74	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8FWC		\$92.81

Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
75	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8FWG		\$195.57
76	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	S8F9C	\$64.21	
77	COMMON SYSTEMS				
78	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	S8FWE	\$9.35	\$760.45

Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
79	PLANNING				
80	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	S8GCB	\$1.13	\$75.54
81	Planning	Per Request	NRFCJ		\$4,601.93
82	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04
83	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10
84	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
85	Planning - Non-Standard	Per Request	NRFCH		\$1,436.00
86	POWER PROVISIONING				
87	Power Panel:				
88	50 Amp	Per Power Panel (CLEC Provided)	NONE		
89	200 Amp	Per Power Panel (CLEC Provided)	NONE		
90	Power Cable and Infrastructure:				
91	Power Cable Rack	Per Four Power Cables or Quad	NONE		
92	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	C1F34	\$0.25	\$48.23
93	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	\$0.25	\$48.23
94	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	C1F35	\$0.25	\$48.23
95	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	C1F36	\$0.25	\$48.23
96	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GF2	\$0.25	\$48.23
97	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	S8GF3	\$0.25	\$48.23
98	Equipment Grounding:				
99	Ground Cable Placement	Per Frame	S8GDB	\$0.33	\$15.32
100	DC POWER AMPERAGE CHARGE				
101	HVAC	Per 10 Amps	S8GCS	\$14.62	
102	Per Amp	Per Amp	S8GCR	\$10.61	
103	CEV, HUT & Cabinets	Per 2 inch mounting space	S8GCT	\$1.27	
104	FIBER CABLE PLACEMENT				
105	Central Office:				
106	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	\$4.85	\$809.13
107	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76	
108	CEV, HUT & Cabinets:				
109	Fiber Cable Placement	Per Fiber Cable Sheath	S8GDH		\$53.58
110	Entrance Conduit	Per Fiber Cable Sheath	S8GDJ	\$2.61	
111	MISCELLANEOUS & OPTIONAL COST:				
112	MISCELLANEOUS COSTS				
113	Timing Lead	Per Linear Foot	S8F45	\$0.08	\$14.81
114	Bits Timing	Based on two (2) leads per circuit	S8FQT	\$3.58	\$698.82
115	Space Availability Report	Per Premise	NRFCQ		\$168.04
116	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
117	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
118	CAGELESS / POT BAY OPTIONS				
119	Standard Equipment Bay	Each (CLEC Provided)	NONE		
120	Non-Standard Cabinet Bay	Each (CLEC Provided)	NONE		
121	VF/DS0 Termination Panel	Each (CLEC Provided)	NONE		
122	VF/DS0 Termination Module	Each (CLEC Provided)	NONE		
123	DDP-1 Panel	Each (CLEC Provided)	NONE		
124	DDP-1 Jack Access Card	Each (CLEC Provided)	NONE		
125	DS3/STS-1 Interconnect Panel	Each (CLEC Provided)	NONE		
126	DS3 Interconnect Module	Each (CLEC Provided)	NONE		
127	Fiber Optic Splitter Panel	Each (CLEC Provided)	NONE		
128	Fiber Termination Dual Module	Each (CLEC Provided)	NONE		
129	CEV, HUT, CABINET				
130	24 Foot CEV	2 Inch Mounting Space	S8GE3	\$1.64	
131	16 Foot CEV	2 Inch Mounting Space	S8GE4	\$1.77	
132	Maxi-Hut	2 Inch Mounting Space	S8GE1	\$0.77	
133	Mini-Hut	2 Inch Mounting Space	S8GE2	\$1.33	
134	Large Cabinet	2 Inch Mounting Space	S8GEX	\$1.63	
135	Medium Cabinet	2 Inch Mounting Space	S8GEY	\$2.19	
136	Small Cabinet	2 Inch Mounting Space	S8GEZ	\$3.29	
137	INTERCONNECTION COSTS:				
138	ILEC TO CLEC CONNECTION				
139	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3E	\$3.86	\$156.02
140	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWV	\$3.86	\$156.02
141	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2J	\$295.42	\$3,105.79
142	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2P	\$6.07	\$486.89
143	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F21	\$115.30	\$1,809.40
144	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F25	\$5.69	\$116.67
145	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F49	\$3.76	\$495.49
146	CLEC TO CLEC CONNECTION				
147	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82	
148	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57	
149	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50	
150	Route Design		NRFCX		\$424.88
151	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFL	\$0.18	\$0.00
152	Connection for DS3	Per Circuit (CLEC provides cable)	S8GFM	\$0.12	\$0.00
153	Connection for Optical	Per Cable (CLEC provides cable)	S8GFN	\$0.31	\$0.00
154	PROJECT MANAGEMENT				
155	CEV, HUT & CABINET				

Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
156	Project Coordination	Per CLEC Application	NRFCK		\$631.17

Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
157	TIME SENSITIVE ACTIVITIES				
158	PRE-VISITS				
159	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23
160	Comm. Tech - Craft	Per 1/4 Hour	NRFCS		\$19.60
161	CO Manager - 1st Level	Per 1/4 Hour	NRFCF		\$19.72
162	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24
163	CONSTRUCTION VISITS				
164	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24
165	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23
166					
167	CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON				
168	REAL ESTATE				
169	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8FWC		\$92.81
170	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8FWG		\$195.57
171	Floor Space Usage	Per Linear Foot	S8GCO	\$24.87	
172	COMMON SYSTEMS				
173	Common Systems - Common	Per Linear Foot	S8GCP	\$3.62	\$294.37
174	PLANNING				
175	Planning - Central Office	Per Linear Foot	S8GCC	\$0.44	\$29.24
176	Planning	Per Request	NRFCJ		\$4,601.93
177	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04
178	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10
179	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
180	Planning - Non-Standard	Per Request	NRFCF		\$1,436.00
181	POWER PROVISIONING				
182	Power Panel:				
183	50 Amp	Per Power Panel (CLEC provides)	NONE		
184	200 Amp	Per Power Panel (CLEC provides)	NONE		
185	Power Cable and Infrastructure:				
186	Power Cable Rack	Per Four Power Cables or Quad	NONE		
187	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	C1F31	\$0.25	\$48.23
188	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	\$0.25	\$48.23
189	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	C1F32	\$0.25	\$48.23
190	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	C1F33	\$0.25	\$48.23
191	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GF2	\$0.25	\$48.23
192	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	S8GF3	\$0.25	\$48.23
193	Equipment Grounding:				
194	Ground Cable Placement	Per Linear Foot	S8GDC	\$0.13	\$5.93
195	DC POWER AMPERAGE CHARGE				
196	HVAC	Per 10 Amps	S8GCS	\$14.62	
197	Per Amp	Per Amp	S8GCR	\$10.61	
198	FIBER CABLE PLACEMENT				
199	Central Office:				
200	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	\$4.85	\$809.13
201	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76	
202	MISCELLANEOUS & OPTIONAL COST:				
203	MISCELLANEOUS COSTS				
204	Timing Lead	Per Linear Foot	S8F45	\$0.08	\$14.81
205	Bits Timing	Based on two (2) leads per circuit	S8FQT	\$3.58	\$698.82
206	Space Availability Report	Per Premise	NRFCQ		\$168.04
207	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
208	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
209	CAGE COMMON COSTS				
210	Cage Preparation	Per Linear Foot	S8GCJ	\$1.00	\$157.00
211	INTERCONNECTION COSTS:				
212	ILEC TO CLEC CONNECTION				
213	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3E	\$3.86	\$156.02
214	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWV	\$3.86	\$156.02
215	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2J	\$295.42	\$3,105.79
216	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2P	\$6.07	\$486.89
217	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F21	\$115.30	\$1,809.40
218	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F25	\$5.69	\$116.67
219	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F49	\$3.76	\$495.49
220					
221	CLEC-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL				
222	REAL ESTATE				
223	Site Conditioning	Per Frame	S8FX5		\$92.81
224	Safety & Security	Per Frame	S8FX6		\$195.57
225	Floor Space Usage	Per Frame	S8F62	\$28.91	
226	COMMON SYSTEMS				
227	Common Systems - Standard	Per Frame	S8F64	\$10.75	
228	Common Systems - Non-Standard	Per Cabinet	S8F65	\$19.36	
229	PLANNING				
230	Planning	Per Request	NRM99		\$5,555.76

Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
231	Planning - Subsequent Inter. Cabling	Per Request	NRMA3		\$2,224.49
232	Planning - Subsequent Power Cabling	Per Request	NRMAA		\$2,303.84
233	Planning - Subs. Inter./Power Cabling	Per Request	NRMAX		\$2,882.61

Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
234	POWER PROVISIONING				
235	Power Cable and Infrastructure:				
236	Power Cable Rack	Per Four Power Cables or Quad	NONE		
237	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	C1F37	\$0.52	
238	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GFO	\$0.52	
239	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	C1F38	\$0.52	
240	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	C1F39	\$0.52	
241	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GFP	\$0.52	
242	Equipment Grounding:				
243	Ground Cable Placement	Per Frame	S8F69	\$0.36	
244	DC POWER AMPERAGE CHARGE				
245	HVAC	Per 10 Amps	S8FXO	\$14.62	
246	Per Amp	Per Amp	S8FXN	\$10.61	
247	CEV, HUT & Cabinets	Per 2 inch mounting space	S8FXP	\$1.27	
248	FIBER CABLE PLACEMENT				
249	Central Office:				
250	Fiber Cable	Per Fiber Cable Sheath	S8F8F	\$11.01	\$1,971.42
251	Entrance Conduit	Per Fiber Cable Sheath	S8F8G	\$8.17	
252	CEV, HUT & Cabinets:				
253	Fiber Cable Placement	Per Fiber Cable Sheath	S8FXQ		\$53.58
254	Entrance Conduit	Per Fiber Cable Sheath	S8FXR	\$2.61	
255	MISCELLANEOUS & OPTIONAL COST:				
256	MISCELLANEOUS COSTS				
257	Timing Lead	Per Linear Foot	S8FXT	\$0.08	\$14.81
258	Bits Timing	Based on two (2) leads per circuit	S8FXS	\$3.58	\$698.82
259	VIRTUAL FRAME OPTIONS				
260	Standard Equipment Bay	Each (CLEC Provided)	NONE		
261	CEV, HUT, CABINET				
262	24 Foot CEV	2 Inch Mounting Space	S8FXZ	\$1.64	
263	16 Foot CEV	2 Inch Mounting Space	S8FY6	\$1.77	
264	Maxi-Hut	2 Inch Mounting Space	S8FXX	\$0.77	
265	Mini-Hut	2 Inch Mounting Space	S8FXY	\$1.33	
266	Large Cabinet	2 Inch Mounting Space	S8FXU	\$1.63	
267	Medium Cabinet	2 Inch Mounting Space	S8FXV	\$2.19	
268	Small Cabinet	2 Inch Mounting Space	S8FXW	\$3.29	
269	INTERCONNECTION COSTS:				
270	ILEC TO CLEC CONNECTION				
271	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F82	\$3.86	\$225.02
272	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8F83	\$3.86	\$225.02
273	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F8X	\$295.42	\$3,496.22
274	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F8Y	\$6.07	\$651.13
275	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F8Z	\$115.30	\$2,186.12
276	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F81	\$5.69	\$204.42
277	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F84	\$10.47	\$152.71
278	VIRTUAL TO VIRTUAL CONNECTION				
279	Cable Racking and Hole for Optical	Per Cable	S8FY7	\$0.90	
280	Cable Racking and Hole for DS1	Per Cable	S8FY8	\$0.49	
281	Cable Racking and Hole for DS3	Per Cable	S8FY9	\$0.35	
282	Route Design		NRLWF		\$463.36
283	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFQ	\$0.41	\$0.00
284	Connection for DS3	Per Circuit (CLEC provides cable)	S8GFR	\$0.27	\$0.00
285	Connection for Optical	Per Cable (CLEC provides cable)	S8GFS	\$0.81	\$0.00
286	PROJECT MANAGEMENT				
287	CEV, HUT & CABINET				
288	Project Coordination	Per CLEC Application Augment	NRFCCK		\$631.17
289	EQUIPMENT MAINTENANCE AND SECURITY ESCORT				
290	CENTRAL OFFICE TYPE				
291	Staffed CO During Normal Business Hours	Per 1/4 Hour	NRMHK		\$15.15
292	Staffed CO During Outside Normal Business Hours	4 Hour Minimum - Initial	NRMHN		\$242.35
293	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRMJ7		\$15.15
294	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	NRMJ8		\$15.15
295	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minimum - Initial	NRMJ9		\$242.35
296	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRML7		\$15.15
297	CEV, HUT & CABINET				
298	Per Visit	4 Hour Minimum - Initial	NRMJ9		\$242.35
299	Per Visit	Per 1/4 Hour - Additional	NRML7		\$15.15
300	ADDITIONAL LABOR ELEMENTS				
301	TRAINING				
302	Communications Tech	Per 1/2 Hour	NRMCD		\$39.21
303	CO Manager	Per 1/2 Hour	NRME9		\$39.45
304	Power Engineer	Per 1/2 Hour	NRMF9		\$38.47
305	Equipment Engineer	Per 1/2 Hour	NRMHJ		\$38.47
306	EQUIPMENT EVALUATION COST				
307	Equipment Engineer	Per 1/2 Hour	NRMO9		\$38.47
308	TEST AND ACCEPTANCE				
309	Communications Tech	Per 1/2 Hour	NRMP2		\$39.21

Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
310					

Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
311	CLEC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT ON-SITE				
312	PLANNING				
313	Planning - Initial	Per Request	NRFA1		\$9,268.73
314	Planning - Subsequent	Per Request	NRFA2		\$1,606.77
315	REAL ESTATE				
316	Land Rental	Per Square Foot	S8GEN	\$0.44	
317	POWER PROVISIONING				
318	Power Cable and Infrastructure:				
319	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC provides cable)	NONE		
320	2-200 Amp Feeds	Per 2-200 Amp Power Feeds (CLEC provides cable)	NONE		
321	2-300 Amp Feeds	Per 2-300 Amp Power Feeds (CLEC provides cable)	NONE		
322	2-400 Amp Feeds	Per 2-400 Amp Power Feeds (CLEC provides cable)	NONE		
323	AC Service:				
324	Extension of 100 Amp AC Service (Opt.)	Per Request	NRFCW		\$6,447.00
325	AC Usage	Per KWH	S8GEO	\$0.05	
326	DC POWER AMPERAGE CHARGE				
327	Per Amp	Per Amp	S8GCR	\$10.61	
328	FIBER CABLE PLACEMENT				
329	Fiber Installation	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8GF4	\$2.13	\$488.48
330	Entrance Fiber Racking	Per Rack/Conduit Duct	S8GDG	\$1.55	
331	CABLE RACK				
332	DC Power Cable Rack	Per Rack	S8GEP	\$13.64	\$2,667.22
333	Fiber Cable Rack	Per Rack	S8GEQ	\$20.63	
334	Interconnection Arrangement (Copper) Racking	Per Rack	S8GER	\$30.63	
335	CONDUIT PLACEMENT				
336	DC Power Cable Rack	Per Rack	S8GES		\$7,386.71
337	Fiber Cable Rack	Per Rack	S8GET		\$4,711.89
338	Interconnection Arrangement (Copper) Racking	Per Rack	S8GEU		\$5,545.50
339	INTERCONNECTION COSTS:				
340	ILEC TO CLEC CONNECTION				
341	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3G	\$3.86	\$156.02
342	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FVV	\$3.86	\$156.02
343	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2L	\$295.42	\$3,105.79
344	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2R	\$6.07	\$486.89
345	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F23	\$115.30	\$1,809.40
346	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F27	\$5.69	\$116.67
347	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F3N	\$3.76	\$495.49
348					
349	CLEC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT OFF-SITE				
350	PLANNING				
351	Planning	Per Request	NRFA3		\$1,254.32
352	CONDUIT				
353	Conduit Space	Per Innerduct	S8GEW	\$1.17	
354	INTERCONNECTION COSTS:				
355	ILEC TO CLEC CONNECTION				
356	Voice Grade/DS0 Arrangement	900 DS0 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	S8GF5	\$311.43	
357	DS1 Arrangement - DCS	28 DS1 (Hole, Racking, DCS) (CLEC Vendor Pulls and Installs Cable)	S8GF6	\$439.96	
358	DS1 Arrangement - DSX	28 DS1 (Hole, Racking, DSX) (CLEC Vendor Pulls and Installs Cable)	S8GF7	\$35.03	
359	DS1 Arrangement - MDF	450 DS1 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	S8GF8	\$311.43	
360	Fiber Arrangement	12 Fiber Pairs (Hole, Racking, FDF) (CLEC Vendor Pulls and Installs Cable)	S8GF9	\$9.02	
361					
362	RATES AND CHARGES FOR				
363	COMPLETE SPACE DISCONTINUANCE				
364	Application Fee	Per Request	NRFX1		\$503.95
365	Project Management Fee – Complete Space Discontinuance	Per Request	NRFX2		\$2,883.10
366	Remove Fiber Jumpers	Per linear foot	NRFX3		\$18.79
367	Remove Fiber Cables	Per linear foot	NRFX4		\$14.43
368	Remove VF/DS0 Cable	Per linear foot	NRFX5		\$2.60
369	Remove DS1 Cable	Per linear foot	NRFX6		\$4.89
370	Remove DS3 Cable (Coax)	Per linear foot	NRFX7		\$3.57
371	Remove Timing Cable	Per Request	NRFX8		\$9.64
372	Remove Power Cable-50AMP feed & below	Per linear foot	NRFX9		\$24.76
373	Remove Power Cable-100AMP feed & above	Per linear foot	NRFXA		\$22.73
374	Remove Cage Grounding Material	Each grounding lead & ground bar	NRFXB		\$1,462.85
375	Remove Fiber Entrance Cable	Per cable removal job	NRFXC		\$1,664.00
376	Infrastructure Maps & Records	Per cable removal job	NRFXD		\$104.00
377	Engineering Work Order	Per cable removal job	NRFXE		\$104.00
378	Work Group Information Distribution	Per cable removal job	NRFXF		\$104.00
379	Restore Floor Tile – per Standard Bay	Per Standard Bay	NRFXG		\$71.79

Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
380	Floor Restoration Contractor Trip Charge	Per trip	NRFXH		\$144.63
381	Restore Floor Tile	Per Non-Standard Bay	NRFXJ		\$81.53
382					

Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
383	RATES AND CHARGES FOR				
384	SPACE REASSIGNMENT/RESTENCILING				
385	Application Fee	Per Request	NRFXK		\$503.95
386	Project Management Fee – Space Reassignment	Per Request	NRFXL		\$2,883.10
387	Restencil DS0/DSL Block	Per 100 pair block	NRFXM		\$15.33
388	Restencil DS1 Block	Per 28 DS1s	NRFXN		\$6.02
389	Restencil DS3 Coax Cable	Per cable	NRFXO		\$4.90
390	Restencil Fiber Cable Block	Per 12 pair cable	NRFXP		\$91.95
391	Restencil Fiber Jumper Block	Per 4 jumpers	NRFXQ		\$61.30
392	Restencil Power and tag cables	Per 1-4 feeds	NRFXR		\$107.28
393	Restencil Timing Source and tag cable	Per cable	NRFXS		\$122.60
394	Timing Record Book Update	Per element	NRFXT		\$45.98
395	Interconnection Records Update	Per element	NRFXU		\$296.61
396	Power Records Update	Per element	NRFXV		\$355.94
397	Vendor Engineering	Per Space Reassignment job	NRFXW		\$711.88
398					
399	RATES AND CHARGES FOR				
400	POWER REDUCTION (CABLE REMOVAL)				
401	Application Fee	Per Request	NRFXX		\$503.95
402	Project Management Fee – Power Reduction(cable removal)	Per Request	NRFXY		\$2,220.45
403	Remove Power Cable-50AMP feed & below	Per linear foot	NRFXZ		\$24.76
404	Remove Power Cable-100AMP feed & above	Per linear foot	NRFY1		\$22.73
405					
406	RATES AND CHARGES FOR				
407	POWER REDUCTION (REFUSING ONLY)				
408	Application Fee	Per Request	NRFY2		\$503.95
409	Project Management Fee – Power Refusing Only	50AMP A&B feeds & below	NRFY3		\$1,562.80
410	Project Management Fee – Power Refusing Only	100AMP A&B feeds & above	NRFY4		\$2,004.57
411	Power Fuse Reductions on Company BDFB	50AMP A&B feeds & below	NRFY5		\$367.81
412	Restencil Power and tag cables	Per 1-4 feeds	NRFY6		\$107.28
413	Power Records Update	Per element	NRFY7		\$355.94
414	Vendor Engineering	Per Space Reassignment job	NRFY8		\$711.88
415	Power Fuse Reductions on Power Board	100AMP A&B feeds & above	NRFY9		\$490.41
416	Restencil Power and tag cables	Per 1-4 feeds	NRFYA		\$107.28
417	Power Records Update	Per element	NRFYB		\$355.94
418	Vendor Engineering	Per Space Reassignment job	NRFYC		\$711.88
419					
420	RATES AND CHARGES FOR				
421	INTERCONNECTION TERMINATION REDUCTION				
422	Application Fee	Per Request	NRFYD		\$503.95
423	Project Management Fee – Interconnection Cable Reduction	Per Request	NRFYE		\$2,441.33
424	Remove VF/DS0 Cable	Per linear foot	NRFYF		\$2.60
425	Remove DS1 Cable	Per linear foot	NRFYG		\$4.89
426	Remove DS3 Cable (Coax)	Per linear foot	NRFYH		\$3.57
427	Remove Fiber Cables	Per linear foot	NRFYJ		\$14.43
428	Remove Fiber Jumpers	Per linear foot	NRFYK		\$18.79

AT&T Wholesale Amendment

AMENDMENT TO THE INTERCONNECTION AGREEMENT
 BETWEEN
 SPRINT COMMUNICATIONS COMPANY LIMITED PARTNERSHIP
 SPRINT COMMUNICATIONS COMPANY L.P.
 SPRINT SPECTRUM L.P.
 NEXTEL WEST CORP.
 NPCR INC. d/b/a NEXTEL PARTNERS
 AND
 WISCONSIN BELL, INC d/b/a AT&T WISCONSIN

Pursuant to this Amendment (the "Amendment") Sprint Communications Company L.P and Sprint Communications L.P. d/b/a Sprint Communications Company L.P (collectively referred to as "Sprint CLEC")¹, Sprint Spectrum L.P., Nextel West Corp. and NPCR Inc. d/b/a Nextel Partners (collectively referred to as "Sprint PCS"), when the terms and conditions apply to both Sprint CLEC and Sprint PCS, the collective term "Sprint" shall be used and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin ("AT&T"), hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties effective August 28, 2009 ("the Agreement").

WHEREAS, Sprint and AT&T agree to amend the Agreement as set forth herein;

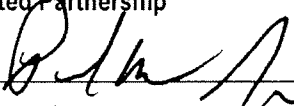
NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sprint and AT&T hereby covenant and agree as follows:

1. The Parties agree to delete Section 2.1, General Terms and Conditions – Part A in its entirety and replace it with the following:
 2. Term of the Agreement
 - 2.1 This Agreement is extended and shall expire as of March 1, 2012. Upon mutual agreement of the Parties, the term of this Agreement may be extended. If, as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section 3.1 below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis.
2. All other provisions of this Agreement, as amended, shall remain in full force and effect including, without limitation, the provisions set forth in Section 18.3 and 18.4 of the General Terms and Conditions – Part A.
3. Either or both of the Parties are authorized to submit this Amendment to the appropriate Commission for approval subject to section 252(e) of the Federal Telecommunications Act of 1996.
4. This Amendment shall be filed with and is subject to approval by the Commission and shall be effective upon the date of the last signature of both Parties.

¹ Sprint CLEC's operating name is Sprint Communications Company L.P. in AR, CA, CT, IN, KS, MI, MO, NV, OH, OK, TX, and WI, and Sprint Communications L.P. d/b/a Sprint Communications Company L.P. in IL.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

Sprint Communications Company
Limited Partnership

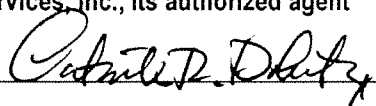
By: 

Name: PAUL W SCHIEBER

Title: VP ACCESS & ROAMING PLAN

Date: 2/21/11

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

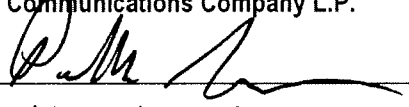
By: 

Name: Patrick R. Doherty

Title: Director - Regulatory

Date: 2-23-11

Sprint Communications Company L.P.

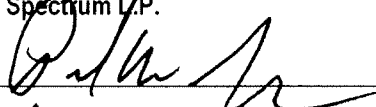
By: 

Name: PAUL W SCHIEBER

Title: VP ACCESS & ROAMING PLAN

Date: 2/21/11

Sprint Spectrum L.P.

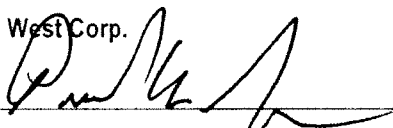
By: 

Name: PAUL W SCHIEBER

Title: VP ACCESS & ROAMING PLAN

Date: 2/21/11

Nextel West Corp.

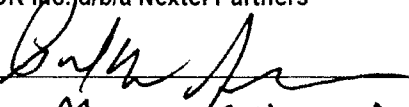
By: 

Name: PAUL W SCHIEBER

Title: VP ACCESS & ROAMING PLAN

Date: 2/21/11

NPCR Inc. d/b/a Nextel Partners

By: 

Name: PAUL W SCHIEBER

Title: VP ACCESS & ROAMING PLAN

Date: 2/21/11

Resale OCN# 7483

CLEC OCN# 8748

ACNA - UTC

AT&T Wholesale Amendment

AMENDMENT TO THE INTERCONNECTION AGREEMENT
 BETWEEN
 SPRINT COMMUNICATIONS COMPANY LIMITED PARTNERSHIP
 SPRINT COMMUNICATIONS COMPANY L.P.
 SPRINT SPECTRUM L.P.
 NEXTEL WEST CORP.
 NPCR INC. d/b/a NEXTEL PARTNERS
 AND
 WISCONSIN BELL, INC. d/b/a AT&T WISCONSIN

Pursuant to this Amendment (the "Amendment") Sprint Communications Company L.P. and Sprint Communications L.P. d/b/a Sprint Communications Company L.P. (collectively referred to as "Sprint CLEC")¹, Sprint Spectrum L.P., Nextel West Corp. and NPCR Inc. d/b/a Nextel Partners (collectively referred to as "Sprint PCS"), when the terms and conditions apply to both Sprint CLEC and Sprint PCS, the collective term "Sprint" shall be used and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin ("AT&T"), hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties effective August 28, 2009 ("the Agreement").

WHEREAS, Sprint and AT&T agree to amend the Agreement as set forth herein;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sprint and AT&T hereby covenant and agree as follows:

1. The Parties agree to delete Section 2.1, General Terms and Conditions – Part A in its entirety and replace it with the following:

2. Term of the Agreement

2.1 This Agreement is extended and shall expire as of March 1, 2013. Upon mutual agreement of the Parties, the term of this Agreement may be extended. If, as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section 3.1 below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis.

2. The Parties agree to delete Section 3.1, General Terms and Conditions – Part A in its entirety and replace it with the following:

3. Renewal

3.1 Sprint, but not AT&T, may request the commencement of negotiations for a Subsequent Agreement at any time between three hundred sixty five (365) and one hundred eighty (180) days prior to the expiration of this Agreement. Either Sprint or AT&T may request the commencement of negotiations for a

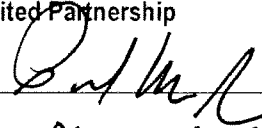
¹ Sprint CLEC's operating name is Sprint Communications Company L.P. in AR, CA, CT, IN, KS, MI, MO, NV, OH, OK, TX, and WI, and Sprint Communications L.P. d/b/a Sprint Communications Company L.P. in IL.

Subsequent Agreement between one hundred and eighty (180) days and one hundred sixty (160) days prior to the expiration of this Agreement.

3. Either or both of the Parties shall submit the conforming ICA Amendment to the appropriate Commission for approval subject to section 252(e) of the Federal Telecommunications Act of 1996. Said amendments shall be filed with and are subject to approval by the appropriate Commission.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

Sprint Communications Company
Limited Partnership

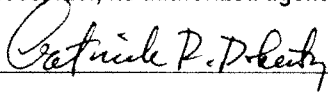
By: 

Name: PAUL W SCHIEBER

Title: VP ACCESS & ROAMING PLN

Date: 4/12/11

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

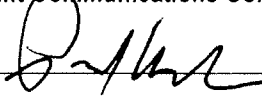
By: 

Name: Patrick R. Doherty

Title: Director - Regulatory

Date: APR 18 2011

Sprint Communications Company L.P.

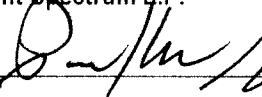
By: 

Name: PAUL W SCHIEBER

Title: VP ACCESS & ROAMING PLN

Date: 4/12/11

Sprint Spectrum L.P.

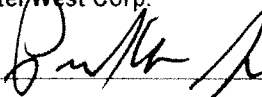
By: 

Name: PAUL W SCHIEBER

Title: VP ACCESS & ROAMING PLN

Date: 4/12/11

Nextel West Corp.

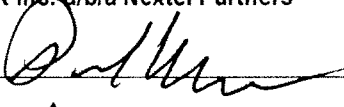
By: 

Name: PAUL W SCHIEBER

Title: VP ACCESS & ROAMING PLN

Date: 4/12/11

NPCR Inc. d/b/a Nextel Partners

By: 

Name: PAUL W SCHIEBER

Title: VP ACCESS & ROAMING PLN

Date: 9/12/11

Resale OCN# 7483

CLEC OCN# 8748

ACNA - UTC

AT&T Wholesale Amendment

**AMENDMENT TO THE INTERCONNECTION AGREEMENT
BETWEEN
SPRINT COMMUNICATIONS COMPANY L.P.,
SPRINT SPECTRUM L.P.,
NEXTEL WEST CORP.,
AND NPCR INC. D/B/A NEXTEL PARTNERS
AND
WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin ("AT&T Wisconsin") and Sprint Communications Company L.P., Sprint Communications L.P. d/b/a Sprint Communications Company L.P.¹ (collectively, "Sprint CLEC"), Sprint Spectrum L.P., Nextel West Corp. and NPCR Inc. d/b/a Nextel Partners (collectively, "Sprint PCS"), when the terms and conditions apply to both Sprint CLEC and Sprint PCS, the term "Sprint" shall be used. AT&T Wisconsin and Sprint are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T Wisconsin and Sprint are parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), that was approved on August 18, 2009, and as subsequently amended (the "Agreement");

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

1. The Parties agree to delete Sections 3.1, 3.2, 3.3 and 3.4 of the General Terms and Conditions – Part A in their entirety and replace them with the following:
 - 3.1 Either Party may request the commencement of negotiations for a subsequent agreement at any time; provided, however, that such request is no more than one hundred and eighty (180) days prior to the expiration of this Agreement.
 - 3.2 If, after one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 3.1 above, the Parties are unable to negotiate new terms, conditions and prices for a subsequent agreement either Party may petition the Commission to establish appropriate terms, conditions and prices for the subsequent agreement, pursuant to 47 U.S.C. 252.
 - 3.3 Notwithstanding the foregoing, and except as set forth in Section 3.4 below, in the event that this Agreement converts to a month-to-month term, and the Parties are not in negotiation pursuant to Section 252 of the Act, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. If BellSouth provides notice to Sprint, by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested, that BellSouth intends to terminate the Agreement, then Sprint shall have thirty (30) calendar days from receipt of such notice, to provide written notice to BellSouth (also by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested), if Sprint wishes to negotiate a subsequent agreement, pursuant to Section 252 of the Act. If Sprint responds to BellSouth that it does wish to negotiate a subsequent agreement, then BellSouth's notice of termination and ability to convert to BellSouth's then current standard

¹ Sprint CLEC's operating name is Sprint Communications Company L.P. in AR, CA, CT, IN, KS, MI, MO, NV, OH, OK, TX, and WI, and Sprint Communications L.P. d/b/a Sprint Communications Company L.P. in IL.

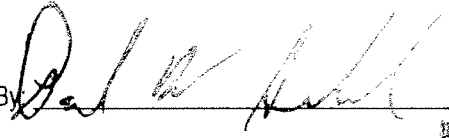
interconnection agreement will be tolled while the Parties are in negotiations or arbitration pursuant to Section 252 of the Act. If the Parties cease to be in negotiations or arbitration pursuant to Section 252, the sixty (60) days notice period shall resume. If Sprint does not provide timely written notice to BellSouth, then BellSouth shall continue to offer services to Sprint, pursuant to BellSouth's then current standard interconnection agreement or Sprint may exercise its rights under Section 252(i) of the Act. If BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a subsequent agreement.

- 3.4 If an arbitration proceeding has been filed, in accordance with Section 252 of the Act, and if the Commission does not issue its order prior to the expiration of this Agreement, this Agreement shall be deemed extended on a month-to-month basis until the subsequent agreement becomes effective. The terms of such subsequent agreement shall be effective as of the effective date stated in such subsequent agreement and shall not be applied retroactively to the expiration date of this Agreement unless the Parties agree otherwise. Neither Party shall refuse to provide services to the other Party during the negotiation of the subsequent agreement or the transition from this Agreement to the subsequent agreement.
2. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
3. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
5. Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) calendar days after the mailing date of the final order approving this Amendment ("Effective Date").

AMENDMENT -REPLACE RENEWAL TERMS/AT&T-22STATE

PAGE 3 OF 4
SPRINT/NEXTEL
082812

Sprint Communications Company L.P

By: 

Printed: PAUL W SCHIEBER

Title: VP ACCESS & ROAMING PLAN
(Print or Type)

Date: 12/3/2012

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

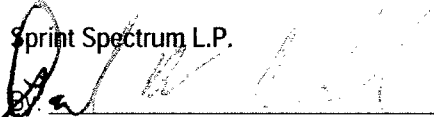
By: 

Printed: Patrick Doherty

Title: Director - Regulatory
(Print or Type)

Date: 12-11-12

Sprint Spectrum L.P.

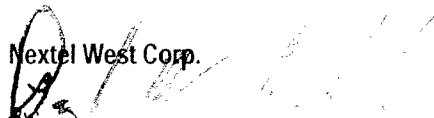
By: 

Printed: PAUL W SCHIEBER

Title: VP ACCESS & ROAMING PLAN
(Print or Type)

Date: 12/3/2012

Nextel West Corp.

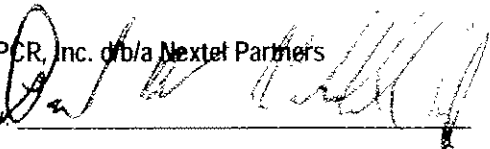
By: 

Printed: PAUL W SCHIEBER

Title: VP ACCESS & ROAMING PLAN
(Print or Type)

Date: 12/3/2012

NPCR, Inc. d/b/a Nextel Partners

By: 

Printed: PAUL W SCHIEBER

Title: VP ACCESS + ROAMING PLAN
(Print or Type)

Date: 12/3/2012

Page 5 of 5

Resale OCN# 7483

CLEC OCN# 8748

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