

AT&T Wholesale Agreement

**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

**BELLSOUTH TELECOMMUNICATIONS, INC. d/b/a AT&T NORTH CAROLINA
and
INTRADO COMMUNICATIONS INC.**

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1996**

between

**BELLSOUTH TELECOMMUNICATIONS, INC.
d/b/a AT&T NORTH CAROLINA**

and

INTRADO COMMUNICATIONS INC.

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INTERCONNECTION AND/OR RESALE AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This Interconnection and/or Resale Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the Agreement), by and between the AT&T Inc. owned ILEC, BellSouth Telecommunications, Inc. d/b/a AT&T North Carolina, (only to the extent that the agent for such AT&T-owned ILEC executes this Agreement for such AT&T-owned ILEC and only to the extent that such AT&T-owned ILEC provides Telephone Exchange Services as an ILEC in the state listed below) and Intrado Communications Inc. ("CLEC"), (a Delaware corporation), shall apply to the State of North Carolina.

WHEREAS, CLEC represents that it is, or intends to become, a provider of Telephone Exchange Services to residential and business End Users offered exclusively over its own Telephone Exchange Service facilities or predominantly over its own Telephone Exchange Service facilities in combination with the use of 251(c)(3) Unbundled Network Elements purchased from other entity(ies) and the Resale of Telecommunications Services of other carriers.

WHEREAS, the Parties want to Interconnect their networks at points of interconnection to provide Telephone Exchange Services and Exchange Access to residential and business End Users over their respective Telephone Exchange Service facilities in the states which are subject to this Agreement; and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will Interconnect their networks and facilities and provide to each other services as required by the Telecommunications Act of 1996 as specifically set forth herein; and

WHEREAS, for purposes of this Agreement, CLEC intends to operate where BellSouth Telecommunications, Inc. d/b/a AT&T North Carolina is the incumbent Local Exchange Carrier and CLEC, a Competitive Local Exchange Carrier, has or, prior to the provisioning of any Interconnection, access to 251(c)(3) Unbundled Network Elements, Telecommunications Services or any other functions, facilities, products or services hereunder, will have been granted authority to provide certain local Telephone Exchange Services in the foregoing ILEC Service area by the appropriate State Commission;

NOW, THEREFORE, the Parties hereby agree as follows:

This Agreement is composed of the foregoing recitals, General Terms and Conditions, which are set forth below, together with certain Appendices, Attachments, Schedules, Exhibits and Addenda which immediately follow this Agreement, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

Capitalized Terms used in this Agreement shall have the respective meanings specified below, in Section 1 of each Appendix attached hereto, and/or as defined elsewhere in this Agreement.

1.1 General Definitions

- 1.1.1 **"Act"** means the Communications Act of 1934 [47 U.S.C. 153], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.
- 1.1.2 **"Access Compensation"** is the compensation paid by one Party to the other Party for the origination/termination of intraLATA toll calls to/from its End User. Access compensation is in accordance with the LEC's tariffed access rates.
- 1.1.3 **"Access Service Request" (ASR)** is an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.
- 1.1.4 **"Accessible Letters"** are correspondence used to communicate pertinent information regarding AT&T-NORTH CAROLINA to the client/end user community.
- 1.1.5 **"Advanced Services"** means intrastate or interstate wireline Telecommunications Services, such as ADSL, IDSL, xDSL, Frame Relay, Cell Relay and VPOP-Dial Access Service (an AT&T-NORTH CAROLINA Frame Relay-based service) that rely on packetized technology and have the capability of supporting transmissions speeds of at least 56 kilobits per second in both directions. This definition of Advanced Services does not include:
 - 1.1.5.1 Data services that are not primarily based on packetized technology, such as ISDN,
 - 1.1.5.2 x.25-based and x.75-based packet technologies, or
 - 1.1.5.3 Circuit switched services (such as circuit switched voice grade service) regardless of the technology, protocols or speeds used for the transmission of such services.
- 1.1.6 **"Affiliate"** is As Defined in the Act.
- 1.1.7 **"Alternate Billing Service" (ABS) or "Alternately Billed Traffic" (ABT)** means a service that allows End Users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect and third number billed calls.
- 1.1.8 **"Applicable Law"** means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.
- 1.1.9 **"As Defined in the Act"** means as specifically defined by the Act.
- 1.1.10 **"As Described in the Act"** means as described in or required by the Act.
- 1.1.11 **"AT&T Inc." (AT&T)** means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications Inc. d/b/a AT&T-ALABAMA, d/b/a AT&T-FLORIDA, d/b/a AT&T-GEORGIA, d/b/a AT&T-KENTUCKY, d/b/a AT&T-LOUISIANA, d/b/a AT&T-MISSISSIPPI, d/b/a AT&T-NORTH CAROLINA, d/b/a AT&T-SOUTH CAROLINA and d/b/a AT&T-TENNESSEE, Illinois Bell Telephone Company d/b/a AT&T-ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T-INDIANA, Michigan Bell Telephone Company d/b/a AT&T-MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T-NEVADA, 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.

- 1.1.12 Intentionally Omitted.
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- 1.1.29 **“AT&T-NORTH CAROLINA”** means the AT&T-owned ILEC doing business in North Carolina.
- 1.1.30 Intentionally Omitted.
- 1.1.31 Intentionally Omitted.
- 1.1.32 Intentionally Omitted.
- 1.1.33 Intentionally Omitted.
- 1.1.34 **“Automated Message Accounting” (AMA)** is a structure inherent in switch technology that initially records Telecommunication message information. AMA format is contained in the Automated Message Accounting document published by Telcordia (formerly known as Bellcore) as GR-1100-CORE, which defines and amends the industry standard for message recording.
- 1.1.35 **“Bona Fide Request” (BFR)** is the process described in the applicable Appendix Lawful UNEs.
- 1.1.36 **“Business Day”** means Monday through Friday, excluding holidays on which **AT&T-NORTH CAROLINA** does not provision new retail services and products.
- 1.1.37 **“Busy Line Verification” (BLV)** means a service whereby an End User requests an operator to confirm the busy status of a line.
- 1.1.38 **“CABS”** means the Carrier Access Billing System.
- 1.1.39 **“Calling Name Delivery Service” (CNDS)** means a service that enables a terminating End User to identify the calling party by a displayed name before a call is answered. The calling party’s name is retrieved from a Calling Name Database and delivered to the End User’s premise between the first and second ring for display on compatible End User premises equipment.
- 1.1.40 **“Central Automatic Message Accounting (CAMA) Trunk”** means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from CLEC’s switch to an **AT&T-NORTH CAROLINA** E911 Selective Router.

- 1.1.41 **"Centralized Message Distribution System" (CMDS)** means the transport system that LECs use to exchange outcollect and Carrier Access Billing System "CABS" access messages among each other and other Parties connected to CMDS.
- 1.1.42 **"Central Office Switch" (Central Office)** is a switching entity within the public switched telecommunications network, including but not limited to:
- 1.1.42.1 **"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.
- 1.1.42.2 **"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.
- 1.1.43 **"Charge Number"** is a CCS signaling parameter that refers to the number transmitted through the network identifying the billing number of the calling party.
- 1.1.44 **"Claim"** means any pending or threatened claim, action, proceeding or suit.
- 1.1.45 **"Collocation"** is an arrangement where CLEC leases space at an AT&T-NORTH CAROLINA premises for the placement of equipment necessary for Interconnection or access to AT&T-NORTH CAROLINA Lawful UNEs.
- 1.1.46 **"Commercial Mobile Radio Services" (CMRS)** means Commercial Mobile Radio Service, As Defined in the Act and FCC rules.
- 1.1.47 **"Commission"** means the applicable State agency with regulatory authority over Telecommunications. Unless the context otherwise requires, use of the term **"Commission"** means the North Carolina Utilities Commission (NCUC).
- 1.1.48 **"Common Channel Signaling" (CCS)** means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. It is a special network, fully separate from the transmission path of the public switched network. Unless otherwise agreed by the Parties, the CCS protocol used by the Parties shall be SS7.
- 1.1.49 **"Common Language Location Identifier" (CLLI)** codes provide a unique 11-character representation of a network interconnection point. The first 8 characters identify the city, state and building location, while the last 3 characters identify the network component.
- 1.1.50 **"Consequential Damages"** means Losses claimed to have resulted from any indirect, incidental, reliance, special, consequential, punitive, exemplary, multiple or any other Loss, including damages claimed to have resulted from harm to business, loss of anticipated revenues, savings, or profits, or other economic Loss claimed to have been suffered not measured by the prevailing Party's actual damages, and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.
- 1.1.51 **"Customer Usage Data"** means the Telecommunications Services usage data of a CLEC End User measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by AT&T-NORTH CAROLINA and forwarded to CLEC.
- 1.1.52 **"Custom Local Area Signaling Service Features" (CLASS)** means certain call-management service features that are currently available from AT&T-NORTH CAROLINA's local networks. These could include: Automatic Call Back; Automatic Recall; Call Trace; Caller Identification and related blocking features; Calling Number Delivery; Customer Originated Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

- 1.1.53 **"Customer Name and Address Information" (CNA)** means the name, service address and telephone numbers of a Party's End Users for a particular Exchange Area. CNA includes nonpublished listings, coin telephone information and published listings.
- 1.1.54 **"Data Interexchange Carrier" (DIXC)** is a process designed to facilitate the reciprocal exchange of voice traffic load data between the AT&T-NORTH CAROLINA and CLEC interconnecting with its network. This reciprocal exchange of data enables AT&T-NORTH CAROLINA and each CLEC to have a complete view of traffic loads on both ends of two-way trunk groups. The knowledge of call attempt and overflow data counts on both ends of a two-way trunk group enables each company to more accurately estimate the offered, and thereby better estimate, the required quantities of trunks.
- 1.1.55 **"Declassified" or "Declassification"** means the situation where a network element, including a network element referred to as a Lawful UNE under this Agreement, ceases to be a Lawful UNE under this Agreement because it is no longer required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. Without limitation, a Lawful UNE that has ceased to be a Lawful UNE may also be referred to as "Declassified."
- 1.1.56 **"Delaying Event"** means any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by:
- 1.1.56.1 the failure of the other Party to perform any of its obligations set forth in this Agreement, including but not limited to a Party's failure to provide the other Party with accurate and complete Service Orders;
 - 1.1.56.2 any delay, act or failure to act by the other Party or its End User, agent or subcontractor; or
 - 1.1.56.3 any Force Majeure Event.
- 1.1.57 **"Dialing Parity"** is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity.
- 1.1.58 **"Digital Signal Level"** is one of several transmission rates in the time-division multiplex hierarchy.
- 1.1.58.1 **"Digital Signal Level 0" (DS-0)** is the 64 Kbps zero-level signal in the time-division multiplex hierarchy.
 - 1.1.58.2 **"Digital Signal Level 1" (DS-1)** is the 1.544 Mbps first-level signal in the time-division multiplex hierarchy.
 - 1.1.58.3 **"Digital Signal Level 3" (DS-3)** is the 44.736 Mbps third-level signal in the time-division multiplex hierarchy.
- 1.1.59 **"Digital Subscriber Line" (DSL)** is as defined in the applicable Appendix DSL and/or the applicable tariff, as appropriate.
- 1.1.60 **"Electronic File Transfer"** is any system or process that utilizes an electronic format and protocol to send or receive data files.
- 1.1.61 **"End Users"** means a third-party residence or business that subscribes to Telecommunications Services provided by any of the Parties at retail. As used herein, the term "End Users" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.
- 1.1.62 **"Enhanced Service Provider" (ESP)** is a provider of enhanced services as those services are defined in 47 CFR Section 64.702.
- 1.1.63 **"Exchange Access"** is As Defined in the Act.

- 1.1.64 **"Exchange Area"** means an area, defined by the Commission, for which a distinct local rate schedule is in effect.
- 1.1.65 **"Exchange Message Interface" (EMI)** (formerly Exchange Message Record - EMR) is the standard used for exchange of Telecommunications message information among Telecommunications Carriers for billable, non-billable, sample, settlement and study data. EMI format is contained in Telcordia Practice BR-010-200-010, CRIS Exchange Message Record.
- 1.1.66 **"Exchange Service"** means Telephone Exchange Service, As Defined in the Act.
- 1.1.67 **"Feature Group A" (FGA)** means calls either originated by, or delivered to, an End User who has purchased switched access FGA service from the interstate or intrastate tariffs of either Party. FGA also includes, but is not limited to, FGA-like services provided by either Party, where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one LATA but where the Party receiving the call is physically located in a LATA different than the LATA of the Party originating the call.
- 1.1.68 **"Feature Group D" (FGD)** is access available to all customers, providing trunk side access to a Party's End Office Switches with an associated uniform 101XXXX access code for customer's use in originating and terminating communications.
- 1.1.69 **"FCC"** means the Federal Communications Commission.
- 1.1.70 **"Fiber Meet"** means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location, at which one Party's responsibility or service begins and the other Party's responsibility ends.
- 1.1.71 **"Foreign Exchange" (FX) or "FX-like"** service means a retail service offering which allows FX customers to obtain exchange service from a mandatory local calling area other than the mandatory local calling area where the FX customer is physically located, but within the same LATA as the number that is assigned. FX service enables particular end-user customers to avoid what might otherwise be toll calls between the FX customer's physical location and customers in the foreign exchange. **"FX Telephone Numbers"** are those telephone numbers with rating and routing point that are different from those of the geographic area in which the End User is physically located. FX Telephone Numbers that deliver second dial tone and the ability for the calling party to enter access codes and an additional recipient telephone number remain classified as Feature Group A (FGA) calls, and are subject to the originating and terminating carrier's tariffed Switched Exchange Access rates (also known as "Meet Point Billed" compensation).
- 1.1.72 **"Fraud Monitoring System"** means an off-line administration system that monitors suspected occurrences of ABT-related fraud.
- 1.1.73 **"Governmental Authority"** means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.
- 1.1.74 **"Incumbent Local Exchange Carrier" (ILEC)** is As Defined in the Act.
- 1.1.75 **"Intellectual Property"** means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.
- 1.1.76 **"Integrated Digital Loop Carrier"** means a subscriber loop carrier system that is twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal which integrates within the switch at a DS1 level.
- 1.1.77 **"Integrated Services Digital Network" (ISDN)** means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D).

- 1.1.78 **"Interconnection"** is as Defined in the Act.
- 1.1.79 **"Interconnection Activation Date"** is the date that the construction of the joint facility Interconnection arrangement has been completed, trunk groups have been established, joint trunk testing is completed and trunks have been mutually accepted by the Parties.
- 1.1.80 **"Interexchange Carrier"** (IXC) means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.
- 1.1.81 **"InterLATA"** is As Defined in the Act.
- 1.1.82 **"Intermediate Distribution Frame" (IDF)** is a second frame that augments an existing Main Distribution Frame. Lines or outside cables do not terminate on the IDF.
- 1.1.83 **"Internet Service Provider" (ISP)** is an Enhanced Service Provider that provides Internet Services, and is defined in paragraph 341 of the FCC's First Report and Order in CC Docket No. 97-158.
- 1.1.84 **"ISP-Bound Traffic"** shall mean telecommunications traffic, defined in accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order"), exchanged between CLEC and AT&T-NORTH CAROLINA as defined in the FCC ISP Compensation Order. The Parties shall promptly amend this Agreement to comply with any FCC or Commission decisions that modify this definition or the Parties' intercarrier compensation obligations with respect to ISP-Bound Traffic.
- 1.1.85 **"IntraLATA Toll Traffic"** means the IntraLATA traffic between two locations within one LATA where one of the locations lies outside of the normal local calling area as defined by the applicable Commission.
- 1.1.86 **"Jurisdictional Identification Parameter" (JIP)** is an existing six (6) digit (NPA-NXX) field in the SS7 message. This field designates the first point of switching.
- 1.1.87 **"Lawful,"** when used in relation to unbundling, unbundled network elements, network elements and/or UNEs or activities involving UNEs, means required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders.
- 1.1.88 **"Line Information Data Base" (LIDB)** means a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB is accessible through CCS networks. LIDB contains records associated with End User line numbers and special billing numbers.
- 1.1.89 **"Local Access Transport Area" (LATA)** is As Defined in the Act.
- 1.1.90 **"Local Exchange Carrier" (LEC)** is As Defined in the Act.
- 1.1.91 **"Local Exchange Routing Guide" (LERG)** is a Telcordia Reference document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as Network element and equipment designations.
- 1.1.92 **"Local Interconnection Trunks/Trunk Groups"** are used for the termination of Local Exchange Traffic, pursuant to Telcordia Technical Reference GR-317-CORE.
- 1.1.93 **"Local Loop Transmission", "Lawful Unbundled Local Loop", "Loop"** means the transmission path which extends from the Network Interface Device or demarcation point at an End User's premise to the Main Distribution Frame or other designated frame or panel in the AT&T-NORTH CAROLINA Serving Wire Center.
- 1.1.94 **"Local Number Portability" (LNP)** means the ability of users of Telecommunications Services to retain, at the same location, the presence of a previously existing telephone number(s).

- 1.1.95 **"Location Routing Number" (LRN)** is a ten (10) digit number that is assigned to the network switching elements (Central Office – Host and Remotes as required) for the routing of calls in the network. The first six (6) digits of the LRN will be one of the assigned NPA NXX of the switching element. The purpose and functionality of the last four (4) digits of the LRN have not yet been defined but are passed across the network to the terminating switch.
- 1.1.96 **"Local Service Provider" (LSP)** is the LEC that provides retail local Exchange Service to an End User. The LSP may or may not provide any physical network components to support the provision of that End User's service.
- 1.1.97 **"Loss" or "Losses"** means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).
- 1.1.98 **"Main Distribution Frame" (MDF)** means the termination frame for outside facility and inter-exchange office equipment at the central office for DS-0 and DSL services.
- 1.1.99 **"MECAB"** refers to the Multiple Exchange Carrier Access Billing document prepared by the Billing Committee of the Ordering and Billing Forum "OBF", which functions under the auspices of the Carrier Liaison Committee "CLC" of the Alliance for Telecommunications Industry Solutions "ATIS". The MECAB document, published by ATIS as ATIS/OBF- MECAB- Issue 6, February 1998, contains the recommended guidelines for the billing of access services provided to an IXC by two or more LECs, or by one LEC in two or more states within a single LATA.
- 1.1.100 **"MECOD"** refers to the Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee of the OBF, which functions under the auspices of the CLC of ATIS. The MECOD document, published by ATIS as ATIS/OBF- MECAB- Issue 3, February 1993, establishes methods for processing orders for access service which is to be provided to an IXC by two or more telecommunications providers.
- 1.1.101 **"Meet-Point Billing" (MPB)** refers to the billing associated with interconnection of facilities between two or more LECs for the routing of traffic to and from an IXC with which one of the LECs does not have a direct connection. In a multi-bill environment, each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.
- 1.1.102 **"Multiple Bill/Single Tariff"** is a billing method used when Switched Exchange Access Services is jointly provided by the Parties. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates.
- 1.1.103 **"Network Data Mover" (NDM)** is an industry standard protocol for transferring information electrically.
- 1.1.104 **"Network Element"** is As Defined in the Act.
- 1.1.105 **"North American Numbering Plan" (NANP)** A numbering architecture in which every station in the NANP Area is identified by a unique ten-digit address consisting of a three-digit NPA code, a three digit central office code of the form NXX, and a four-digit line number of the form XXXX.
- 1.1.106 **"Numbering Plan Area" (NPA)** also called area code. An NPA is the 3-digit code that occupies the A, B, C positions in the 10-digit NANP format that applies throughout the NANP Area. NPAs are of the form NXX, where N represents the digits 2-9 and X represents any digit 0-9. In the NANP, NPAs are classified as either geographic or non-geographic. a) Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP Area. b) Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are

instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples are NPAs in the N00 format, e.g., 800.

- 1.1.107 **"Number Portability"** is As Defined in the Act.
- 1.1.108 **"NXX"** or **"Central Office Code"** is the three-digit switch entity indicator that is defined by the fourth through sixth digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.
- 1.1.109 **"Ordering and Billing Forum" (OBF)** is a forum comprised of local telephone companies and inter-exchange carriers whose responsibility is to create and document Telecommunication industry guidelines and standards.
- 1.1.110 **"Out of Exchange LEC" (OE-LEC)** means Intrado Communications Inc. operating within AT&T-NORTH CAROLINA's incumbent local exchange area and provides telecommunications services utilizing NPA-NXXs identified to reside in a Third Party Incumbent LEC's local exchange area.
- 1.1.111 **"Out of Exchange Traffic"** is defined as local, transit, or intraLATA traffic to or from a non-AT&T ILEC exchange area.
- 1.1.112 **"Party"** means either CLEC or the AT&T-owned ILEC; use of the term "Party" includes each of the AT&T-owned ILEC(s) that is a party to this Agreement. **"Parties"** means both CLEC and the AT&T-owned ILEC; use of the term "Parties" includes each of the AT&T-owned ILEC(s) that is a party to this Agreement.
- 1.1.113 **"Permanent Number Portability" (PNP)** is a long term method of providing LNP using LRN.
- 1.1.114 **"Person"** means an individual or a partnership, an association, a joint venture, a corporation, a business or a trust or other entity organized under Applicable law, an unincorporated organization or any Governmental Authority.
- 1.1.115 **"Physical Collocation"** is as defined in Appendix Collocation.
- 1.1.116 **"Plain Old Telephone Service" (POTS)** means telephone service for the transmission of human speech.
- 1.1.117 **"Point of Interconnection" (POI)** is a technically feasible point on the AT&T-NORTH CAROLINA network identified by CLEC within the LATA where the Parties deliver traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide.
- 1.1.118 **"Port"** is the point of interface/access connection to the AT&T-NORTH CAROLINA public switched network. This may be a switch line side interface or switch trunk side interface.
- 1.1.119 **"Rate Center Area"** means the following:
- 1.1.119.1 AT&T-NORTH CAROLINA: "Rate Center" means a specific geographic location identified by vertical and horizontal coordinates and is associated with a telephone company's central office switch. These coordinates are used to calculate mileage for interLATA and intraLATA toll billing and intercompany settlement purposes.
- 1.1.120 **"Rating Point"** means the V&H coordinates associated with a particular telephone number for rating purposes.
- 1.1.121 **"Referral Announcement"** refers to a process by which calls are routed to an announcement that states the new telephone number of an End User.
- 1.1.122 **"Routing Point"** is a location which a LEC has designated on its own network as the homing or routing point for traffic inbound to Exchange Service provided by the LEC which bears a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access services. The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but must be in the same LATA as the NPA-NXX.

- 1.1.123 **"Section 251(b)(5) Traffic"** subject to intercarrier compensation obligations shall include all intraLATA telecommunications traffic in which the calling party's NPA-NXX and the called party's NPA_NXX are assigned to an exchange that share the same local calling area, as defined by the carrier originating the call. The Parties shall promptly amend this Agreement to comply with any FCC or Commission decisions that modify the Parties' intercarrier compensation obligations with respect to Section 251(b)(5) Traffic.
- 1.1.124 **"Service Provider Number Portability" (SPNP)** is synonymous with Permanent Number Portability "PNP".
- 1.1.125 **"Service Switching Point" (SSP)** is a telephone central office switch equipped with a Signaling System 7 (SS7) interface.
- 1.1.126 **"Serving Wire Center" (SWC)** means a Wire Center that serves the area in which the other Party's or a third party's Wire Center, aggregation point, point of termination, or point of presence is located.
- 1.1.127 **"Signaling System 7" (SS7)** means a signaling protocol used by the CCS Network.
- 1.1.128 **"Signal Transfer Point" (STP)** performs a packet switching function that routes signaling messages among Service Switching Points (SSP), Service Control Points (SCP), Signaling Points (SP), and other STPs in order to set up calls and to query databases for Advanced Services.
- 1.1.129 **"State Abbreviation"** means:
- 1.1.29.1 "NC" means North Carolina.
- 1.1.130 **"Switched Access Detail Usage Data"** means a category 1101xx record as defined in the EMI Telecordia Practice BR 010-200-010.
- 1.1.131 **"Switched Exchange Access Service"** means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of telephone toll service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.
- 1.1.132 **"Synchronous Optical Network" (SONET)** is an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps ("OC-1/STS-1") and higher rates are direct multiples of the base rate, up to 13.22 Gbps.
- 1.1.133 **"Telecommunications"** is As Defined in the Act.
- 1.1.134 **"Telecommunications Carrier"** is As Defined in the Act.
- 1.1.135 **"Telecommunications Service"** is As Defined in the Act.
- 1.1.136 **"Telephone Exchange Service"** is As Defined in the Act.
- 1.1.137 **"Telephone Toll Service"** is As Defined in the Act.
- 1.1.138 **"Third Party"** means any Person other than a Party.
- 1.1.139 **"Toll Billing Exception Service" (TBE)** means a service that allows End Users to restrict third number billing or collect calls to their lines.
- 1.1.140 **"Trunk"** means a communication line between two switching systems.
- 1.1.141 **"Trunk-Side"** refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as connecting to another switching entity (for example another Central Office switch). Trunk-Side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.

- 1.1.142 "Lawful Unbundled Network Element" or "Lawful UNE" is as defined in Appendix Lawful UNEs (Lawful Provision of Access to Unbundled Network Elements).
- 1.1.143 "Universal Digital Loop Carrier" (UDLC) describes a DLC system that has a Central Office terminal channel bank that is connected to the CO switches on the analog side.
- 1.1.141 "Virtual Collocation" is as defined in Appendix Collocation.
- 1.1.142 "Wire Center" is the location of one or more local switching systems. A point at which End Users' loops within a defined geographic area converge. Such local loops may be served by one (1) or more Central Office Switches within such premises.

2. INTERPRETATION, CONSTRUCTION AND SEVERABILITY

2.1 Definitions

2.1.1 For purposes of this Agreement, certain terms have been defined in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation" and/or "but not limited to". The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act, or in the absence of their inclusion in the Act, their customary usage in the Telecommunications industry as of the Effective Date.

2.2 Headings Not Controlling

2.2.1 The headings and numbering of Sections, Parts, Appendices Schedules and Exhibits to this Agreement 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.

2.2.2 This Agreement incorporates a number of Appendices which, together with their associated Attachments, Exhibits, Schedules and Addenda, constitute the entire Agreement between the Parties. In order to facilitate use and comprehension of the Agreement, the Appendices have been grouped under broad headings. It is understood that these groupings are for convenience of reference only, and are not intended to limit the applicability that any particular appendix, attachment, exhibit, schedule or addenda may otherwise have.

2.3 Referenced Documents

2.3.1 Unless the context shall otherwise specifically require, and subject to Section 23, whenever any provision of this Agreement refers to a technical reference, technical publication, CLEC Practice, AT&T-NORTH CAROLINA Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement (collectively, a "Referenced Instrument"), it will be deemed to be a reference to the then-current version or edition (including any amendments, supplements, addenda, or successors) of each Referenced Instrument that is in effect, and will include the then-current version or edition (including any amendments, supplements, addenda, or successors) of any other Referenced Instrument incorporated by reference therein.

2.4 References

2.4.1 References herein to Sections, Paragraphs, Exhibits, Parts, Schedules, and Appendices shall be deemed to be references to Sections, Paragraphs and Parts of, and Exhibits, Schedules and Appendices to, this Agreement unless the context shall otherwise require.

2.5 Tariff References

- 2.5.1 To the extent a tariff provision or rate is incorporated or otherwise applies between the Parties due to the provisions of this Agreement, it is understood that said tariff provision or rate applies only in the jurisdiction in which such tariff provision or rate is filed, and applies to CLEC and only to the AT&T-NORTH CAROLINA ILEC(s) that operates within that jurisdiction. Further, it is understood that any changes to said tariff provision or rate are also automatically incorporated herein or otherwise hereunder, effective hereunder on the date any such change is effective.
- 2.5.2 Wherever any Commission ordered tariff provision or rate is incorporated, cited or quoted herein, it is understood that said incorporation or reference applies only to the entity within the state whose Commission ordered that tariff.
- 2.5.3 Any state or federal tariff references made within this Agreement, including all Attachments/Appendices, refer to tariffs filed by AT&T-NORTH CAROLINA, as such tariffs may be modified from time to time.
- 2.5.4 Wherever the term "customer" is used in connection with AT&T-NORTH CAROLINA's retail tariffs, the term "customer" means the ultimate "consumer" or the "end user" of any tariffed service.

2.6 Conflict in Provisions

- 2.6.1 In the event of a conflict between the provisions of this Agreement and the Act, the provisions of the Act shall govern.
- 2.6.2 If any definitions, terms or conditions in any given Appendix, Attachment, Exhibit, Schedule or Addenda differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Appendix, Attachment, Exhibit, Schedule or Addenda. In particular, if an Appendix contains a Term length that differs from the Term length in the main body of this Agreement, the Term length of that Appendix will control the length of time that services or activities are to occur under that Appendix, but will not affect the Term length of the remainder of this Agreement.

2.7 Joint Work Product

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

2.8 Severability

- 2.8.1 If any provision of this Agreement is rejected or held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible. The Parties negotiated the terms and conditions of this Agreement for Interconnection, services and Lawful Unbundled Network Elements as a total arrangement and it is intended to be nonseverable.

2.9 Incorporation by Reference

- 2.9.1 All of the rates, terms and conditions ("Provisions") set forth in this Agreement (including any and all attachments, appendices and/or schedules hereto) and every Interconnection, service and network element provided hereunder, are subject to all other Provisions contained in this Agreement (including any and all attachments, appendices and/or schedules hereto), and all such Provisions are integrally related.

2.10 Non-Voluntary Provisions

- 2.10.1 This Agreement incorporates certain rates, terms and conditions that were not voluntarily negotiated by AT&T-NORTH CAROLINA, but instead resulted from determinations made in arbitrations under Section 252 of the Act or from other requirements of regulatory agencies or state law (individually and collectively, a "Non-Voluntary Arrangement"). AT&T-NORTH CAROLINA has identified some, but not all, of the Non-Voluntary Arrangements contained in this Agreement, by designating such provisions with asterisks. If any Non-Voluntary Arrangement is modified as a result of any order or finding by the FCC, the appropriate Commission or a court of competent jurisdiction, any Party may, by providing written notice to the other Party, require that any affected Non-Voluntary Arrangement (and any related rates, terms and conditions) be deleted or renegotiated, as applicable, in good faith and this Agreement amended accordingly. If such modifications to this Agreement are not executed within ninety (90) calendar days after the date of such notice, a Party may pursue its rights under Section 12.
- 2.10.2 The Parties acknowledge that the Non-Voluntary Arrangements contained in this Agreement shall not be available in any state other than the state that originally imposed/required such Non-Voluntary Arrangement provided that the Parties shall comply with all obligations which exist under Applicable Law. By way of example only, the Parties acknowledge that the PUC-OH's imposition in Ohio of the Minimum Telephone Service Standards (and all terms and conditions relating thereto) shall not apply in or be "portable to" any state other than Ohio.
- ## 2.11 State-Specific Rates, Terms and Conditions

- 2.11.1 For ease of administration, this Agreement contains certain specified rates, terms and conditions which apply only in North Carolina ("state-specific terms"). To the extent that this Agreement contains specified rates, terms and conditions which apply only in a given state, such rates, terms and conditions shall not apply and shall have no effect in any other state(s) to which this Agreement is submitted for approval under Section 252(e) of the Act.
- 2.11.2 State-specific terms, as the phrase is described in Section 2.11.1 above, have been negotiated (or in the case of 2.10.2 above, included in the agreement per state requirement) by the Parties only as to the states where this Agreement has been executed, filed and approved. When the Parties negotiate an agreement for an additional state, neither Party shall be precluded by any language in this Agreement from negotiating state-specific terms for the state in which are to apply.
- 2.11.3 **Successor Rates.** Certain of the rates, prices and charges set forth in the applicable Appendix Pricing have been established by the appropriate Commissions in cost proceedings or dockets initiated under or pursuant to the Act. If during the Term that Commission or the FCC changes a rate, price or charge in an order or docket that applies to any of the Interconnection, Resale Services, Network Elements, functions, facilities, products and services available hereunder, the Parties agree to amend this Agreement to incorporate such new rates, prices and charges, with such rates, prices and charges to be effective as of the date specified in such order or docket (including giving effect to any retroactive application, if so ordered). If either Party refuses to execute an amendment to this Agreement within sixty (60) calendar days after the date of such order or docket, the other Party may pursue its rights under Section 12.

2.12 Scope of Obligations

- 2.12.1 Notwithstanding anything to the contrary contained herein except for the Out of Exchange Appendix, AT&T-NORTH CAROLINA's obligations under this Agreement shall apply only to:
- 2.12.1.1 the specific operating area(s) or portion thereof in which AT&T-NORTH CAROLINA is then deemed to be the ILEC under the Act (the "ILEC Territory"), and only to the extent that CLEC is operating and offering service to End Users identified to be residing in such ILEC Territory; and

- 2.12.1.2 assets that AT&T-NORTH CAROLINA owns or leases and which are used in connection with AT&T-NORTH CAROLINA's provision to CLEC of any Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products or services provided or contemplated under this Agreement, the Act or any tariff or ancillary agreement referenced herein (individually and collectively, the "ILEC Assets").
- 2.12.1.3 The underlying Interconnection Agreement sets forth the terms and conditions pursuant to which AT&T-NORTH CAROLINA agrees to provide CLEC with access to Lawful Unbundled Network Elements under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, and/or Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act in AT&T-NORTH CAROLINA's incumbent local exchange areas for the provision of CLEC's Telecommunications Services. The Parties acknowledge and agree that AT&T-NORTH CAROLINA is only obligated to make available Lawful UNEs and access to Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act to CLEC in AT&T-NORTH CAROLINA's incumbent local exchange areas. AT&T-NORTH CAROLINA has no obligation to provide such Lawful UNEs, Collocation, Interconnection and/or Resale, to CLEC for the purposes of CLEC providing and/or extending service outside of AT&T-NORTH CAROLINA's incumbent local exchange areas. In addition, AT&T-NORTH CAROLINA is not obligated to provision Lawful UNEs or to provide access to Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act and is not otherwise bound by any 251(c) obligations in geographic areas other than AT&T-NORTH CAROLINA's incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in AT&T-NORTH CAROLINA's current Interconnection Agreement, and any associated provisions set forth elsewhere in CLEC's current Interconnection Agreement (including but not limited to the rates set forth in this Agreement associated with Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act), shall only apply to the Parties and be available to CLEC for provisioning telecommunication services within an AT&T-NORTH CAROLINA incumbent local exchange area(s) in the State in which CLEC's current Interconnection Agreement with AT&T-NORTH CAROLINA has been approved by the relevant state Commission and is in effect.
- 2.12.1.4 Throughout this Agreement, wherever there are references to unbundled network elements that are to be provided by AT&T-NORTH CAROLINA under this Agreement, the Parties agree and acknowledge that their intent is for the Agreement to comply with Section 2.12.1.3, above, and require only the provision of Lawful UNEs, regardless of whether the term "Lawful" is used as part of the reference to unbundled network elements.

2.13 Affiliates

- 2.13.1 These General Terms and Conditions and all attachments and Appendices hereto (this Agreement), including subsequent amendments, if any, shall bind AT&T-NORTH CAROLINA, CLEC and any entity that currently or subsequently is owned or controlled by or under common ownership or control with CLEC. CLEC further agrees that the same or substantially the same terms and conditions shall be incorporated into any separate agreement between AT&T-NORTH CAROLINA and any such CLEC Affiliate that continues to operate as a separate entity. This Agreement shall remain effective as to CLEC and any such CLEC Affiliate for the term of this Agreement as stated herein until either AT&T-NORTH CAROLINA or CLEC or any such CLEC Affiliate institutes renegotiation consistent with the provisions of this Agreement for renewal and

term. Notwithstanding the foregoing, the existing Agreement will not supersede a currently effective interconnection agreement between any such CLEC Affiliate and AT&T-NORTH CAROLINA until the expiration of such other agreement.

- 2.14 This Agreement sets forth the terms and conditions pursuant to which AT&T-NORTH CAROLINA agrees to provide CLEC with Interconnection, access to Lawful UNEs, Collocation and Resale in AT&T-NORTH CAROLINA's incumbent local exchange areas for the provision of CLEC's Telecommunications Services ((Act, Section 251(c)). The Parties acknowledge and agree that AT&T-NORTH CAROLINA is only obligated to make available Interconnection, Lawful UNEs, Collocation and Resale to CLEC in AT&T-NORTH CAROLINA's incumbent local exchange areas. AT&T-NORTH CAROLINA has no obligation to provide Lawful UNEs, Collocation and Resale to CLEC for the purposes of CLEC providing and/or extending service outside of AT&T-NORTH CAROLINA's incumbent local exchange areas. In addition, AT&T-NORTH CAROLINA is not obligated to provision Lawful UNEs, Collocation and Resale or provide any other rights under Section 251 (c) of the Act outside of AT&T-NORTH CAROLINA's incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in this Interconnection Agreement, and any associated provisions set in the Attachments, Appendices, Schedules and/or Exhibits in CLEC's current Interconnection Agreement (including but not limited to the associated Interconnection, Lawful UNE, Collocation and Resale rates set forth in this Agreement), shall only apply and be available to CLEC for provisioning services within an AT&T-NORTH CAROLINA incumbent local exchange area(s) in the State in which CLEC's Interconnection Agreement has been approved by the Commission and is in effect.

3. NOTICE OF CHANGES -- SECTION 251(c)(5)

- 3.1 Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise or to otherwise change and/or modify its network including, without limitation, through the retirement and/or replacement of equipment, software or otherwise. Each Party agrees to comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R. 51.325 through 51.335, as such rules may be amended from time to time (the "Network Disclosure Rules"). AT&T-NORTH CAROLINA will not discontinue any Lawful UNE, Interconnection arrangement, function, facility, product or service (excluding Resale Services), that AT&T-NORTH CAROLINA is required to provide to CLEC under this Agreement unless and until: (i) AT&T-NORTH CAROLINA provides requisite notice of the planned network change and/or modification in accordance with the Network Disclosure Rules (when applicable) and no objection is made to AT&T-NORTH CAROLINA's proposed network modification(s) and/or change(s) or any objection(s) is denied or deemed denied under such Rules; or (ii) if and when applicable, following AT&T-NORTH CAROLINA's exercise of its rights under applicable law and/or this Agreement including, without limitation, the intervening law/change in law provisions in this Agreement; or (iii) to the extent otherwise permitted in this Agreement.

4. GENERAL RESPONSIBILITIES OF THE PARTIES

- 4.1 Intentionally Omitted.
- 4.2 AT&T-NORTH CAROLINA and CLEC shall each use their best efforts to meet the Interconnection Activation Dates.
- 4.3 Each Party is individually responsible to provide facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with AT&T-NORTH CAROLINA's network as referenced in Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

- 4.4 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 End Users in their respective designated service areas.
- 4.5 Each Party is solely responsible for all products and services it provides to its End Users and to other Telecommunications Carriers.

5. INSURANCE

- 5.1 At all times during the term of this Agreement, each Party shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:
 - 5.1.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$1,000,000 for Bodily Injury-each accident, \$1,000,000 for Bodily Injury by disease-policy limits and \$1,000,000 for Bodily Injury by disease-each employee.
 - 5.1.2 Commercial General Liability insurance with minimum limits of: \$2,000,000 General Aggregate limit; \$1,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$2,000,000 Products/Completed Operations Aggregate limit, with a \$1,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$1,000,000 are also required if this Agreement involves collocation or structure access. AT&T-NORTH CAROLINA, its affiliates, officers, agents and employees, shall be listed as additional insured on the Commercial General Liability policy. A waiver of subrogation shall be in favor of AT&T-NORTH CAROLINA. The liability policies shall be primary and non-contributory from any insurance that is maintained by AT&T-NORTH CAROLINA.
 - 5.1.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.
 - 5.1.4 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in this Section.
 - 5.1.5 The Parties agree that companies affording the insurance coverage required under this Section shall have a rating of A or better and a Financial Size Category rating of VIII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage.
 - 5.1.6 Each Party agrees to provide the other Party with at least thirty (30) calendar days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.
 - 5.1.7 Each Party agrees to accept the other Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:
 - 5.1.7.1 The Party desiring to satisfy its Workers' Compensation and Employers Liability obligations through self-insurance shall submit to the other Party a copy of its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Agreement or the employer's state of hire; and
 - 5.1.7.2 The Party desiring to satisfy its automobile liability obligations through self-insurance shall submit to the other Party a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement; and
 - 5.1.7.3 The Party desiring to satisfy its general liability obligations through self-insurance must provide evidence acceptable to the other Party that it maintains at least an investment

grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.

- 5.1.8 This Section 5.1 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.
- 5.2 Simultaneously with CLEC's execution of this Agreement, CLEC shall insert its appropriate state-specific authorized and nationally recognized OCN/AECNs for facilities-based (Interconnection and/or Lawful Unbundled Network Elements) and a separate and distinct OCN/AECN for Resale Services.

6. ASSIGNMENT

6.1 Assignment of Contract

- 6.1.1 CLEC may not assign or transfer this Agreement or any rights or obligations hereunder, whether by operation of law or otherwise, to a non-affiliated third party without the prior written consent of AT&T-NORTH CAROLINA. Any attempted assignment or transfer that is not permitted is void *ab initio*.
- 6.1.2 CLEC may assign or transfer this Agreement and all rights and obligations hereunder, whether by operation of law or otherwise, to its Affiliate by providing sixty (60) calendar days' advance written notice of such assignment or transfer to AT&T-NORTH CAROLINA, provided that such assignment or transfer is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain and maintain proper Commission certification and approvals) or the terms and conditions of this Agreement. Notwithstanding the foregoing, CLEC may not assign or transfer this Agreement, or any rights or obligations hereunder, to its Affiliate if that Affiliate is a party to a separate agreement with AT&T-NORTH CAROLINA under Sections 251 and 252 of the Act unless and until such separate agreement has been terminated pursuant to its terms. Any attempted assignment or transfer that is not permitted is void *ab initio*.

6.2 Corporate Name Change and/or change in "d/b/a" only

- 6.2.1 Any assignment or transfer of an Agreement wherein only the CLEC name is changing, and which does not include a change to a CLEC OCN/ACNA, constitutes a CLEC Name Change. For a CLEC Name Change, CLEC will incur a record order charge for each CLEC CABS BAN. For resale or any other products not billed in CABS, to the extent a record order is available, a record order charge will apply per End User record. Rates for record orders are contained in the Appendix Pricing, Schedule of Prices.

6.3 Company Code Change

- 6.3.1 Any assignment or transfer of an Agreement associated with the transfer or acquisition of "assets" provisioned under that Agreement, where the OCN/ACNA formerly assigned to such "assets" is changing constitutes a CLEC Company Code Change. For the purposes of this Section, "assets" means any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service provided under that Agreement. CLEC shall provide AT&T-NORTH CAROLINA with ninety (90) calendar days advance written notice of any assignment associated with a CLEC Company Code Change and obtain AT&T-NORTH CAROLINA consent. AT&T-NORTH CAROLINA shall not unreasonably withhold consent to a CLEC Company Code Change; provided, however, AT&T-NORTH CAROLINA consent to any CLEC Company Code Change is contingent upon cure of any outstanding charges owed under this Agreement and any outstanding charges associated with the "assets" subject to the CLEC Company Code Change. In addition, CLEC acknowledges that CLEC may be required to tender additional assurance of payment if requested under the terms of this Agreement.
- 6.3.2 For any CLEC Company Code Change, CLEC must submit a service order changing the OCN/ACNA for each End User record and/or a service order for each circuit ID number, as applicable. CLEC shall pay the appropriate charges for each service order submitted to

accomplish a CLEC Company Code Change; such charges are contained in the Appendix Pricing, Schedule of Prices. In addition, CLEC shall pay any and all previously approved charges required for re-stenciling, re-engineering, changing locks and any other work necessary with respect to Collocation, as determined on an individual case basis.

- 6.4 Assignment of any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service.
 - 6.4.1 Any assignment or transfer of any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service provisioned pursuant to this Agreement without the transfer or the assignment of this Agreement shall be deemed a CLEC to carrier Mass Migration. CLEC, as a Party to this Agreement, shall provide AT&T-NORTH CAROLINA with ninety (90) calendar days advance written notice of any CLEC to carrier Mass Migration. CLEC's written notice shall include the anticipated effective date of the assignment or transfer. The acquiring carrier must cure any outstanding charges associated with any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service to be transferred. In addition, the acquiring carrier may be required to tender additional assurance of payment if requested under the terms of the acquiring carrier's agreement.
 - 6.4.2 Both carriers involved in any CLEC to carrier Mass Migration shall comply with all Applicable Law relating thereto, including but not limited to all FCC and state Commission rules relating to notice(s) to End Users. The acquiring carrier shall be responsible for issuing all service orders required to migrate any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service provided hereunder. The appropriate service order charge or administration fee (for Interconnection) will apply as specified in the Appendix Pricing, Schedule of Prices to the acquiring carrier's agreement. In addition, the acquiring carrier shall pay any and all charges required for re-stenciling, re-engineering, changing locks and any other work necessary with respect to Collocation, as determined on an individual case basis.
- 6.5 Project Coordination
 - 6.5.1 AT&T-NORTH CAROLINA will provide project management support to effectuate changes of the types identified in Section 6.5.2.
 - 6.5.2 AT&T-NORTH CAROLINA will provide project management support to minimize any possible service outages during any CLEC to carrier Mass Migration. Should AT&T-NORTH CAROLINA's most current version of ASOR or other relevant ordering guidelines not support the required order activity, AT&T-NORTH CAROLINA will issue service orders at the manual rate, as specified in the Appendix Pricing, Schedule of Prices to this Agreement, based upon type of service provided, and on the condition that CLEC provides to AT&T-NORTH CAROLINA any and all information AT&T-NORTH CAROLINA reasonably requests to effectuate such changes.
- 6.6 When an End User changes its service provider from AT&T-NORTH CAROLINA to CLEC or from CLEC to AT&T-NORTH CAROLINA and does not retain its original telephone number, the Party formerly providing service to such End User shall furnish a referral announcement ("Referral Announcement") on the original telephone number that specifies the End User's new telephone number in accordance with any applicable state laws, rules and tariffs.
- 6.7 Intentionally Omitted.
- 6.8 Intentionally Omitted.
- 6.9 Intentionally Omitted.
- 6.10 Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other

Party (for example, by using its management personnel to perform work or by other means) in the event of a labor dispute to the extent permitted by Applicable Law.

- 6.11 Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.
- 6.12 This Agreement contains comprehensive OSS terms and conditions; however, CLEC represents and covenants that it will only use OSS furnished pursuant to this Agreement for activities related to Lawful UNEs, resold services or other services covered by this Agreement, for which this Agreement contains explicit terms, conditions and rates.
- 6.13 The Parties acknowledge and agree that they do not intend to include products and services in this Agreement that do not have corresponding rates and charges. Accordingly, if this Agreement is executed and/or approved by the Commission and the Parties later discover that a product or service is included in this Agreement without an associated rate or charge, the Parties agree that they will agree upon a rate or charge to include in this Agreement before the product or service is provided or performed. If the Parties cannot agree, either Party may pursue dispute resolution under the applicable provisions of this Agreement.

7. EFFECTIVE DATE, TERM AND TERMINATION

- 7.1 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.
- 7.2 Unless terminated for breach (including nonpayment), the term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire three (3) years from the Effective Date ("Term")
- 7.3 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products or services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof. Any termination of this Agreement pursuant to this Section 7.3 shall take effect immediately upon delivery of written notice to the other Party that it failed to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof.
 - 7.3.1 If, at any time during the term of this Agreement, AT&T-NORTH CAROLINA is unable to contact CLEC pursuant to the Notices provision hereof or any other contact information provided by CLEC under this Agreement, and there are no active services being provisioned under this Agreement, then AT&T-NORTH CAROLINA may, at its discretion, terminate this Agreement, without any liability whatsoever, upon sending of notification to CLEC pursuant to the Notices section hereof.
- 7.4 Where CLEC has no End Users or is no longer purchasing any services under this Agreement, CLEC may terminate the Agreement by providing "Notice of Termination" to AT&T-NORTH CAROLINA at any time after the initial term of this Agreement. After termination the Parties' liability for termination of this Agreement shall be limited to obligations under the Survival Section 41 below of this GTC.
- 7.5 Intentionally Omitted.
- 7.6 If at any time within one hundred and eighty (180) days or any time thereafter of the expiration of the Term, if either Party serves "Notice of Expiration", CLEC shall have ten (10) calendar days to provide AT&T-NORTH CAROLINA written confirmation to the Notice of Expiration indicating if CLEC wishes to pursue a successor agreement with AT&T-NORTH CAROLINA or terminate its agreement. CLEC shall identify the action to be taken in each of the applicable state(s). If CLEC wishes to pursue a

- successor agreement with AT&T-NORTH CAROLINA, CLEC shall attach to its written confirmation or Notice of Expiration, as applicable, a written request to commence negotiations with AT&T-NORTH CAROLINA under Sections 251/252 of the Act and identify each of the state(s) to which the successor agreement will apply. Upon receipt of CLEC's Section 252(a)(1) request, the Parties shall commence good faith negotiations for a successor agreement.
- 7.7 If the Parties are in "Active Negotiations" (negotiations within the statutory clock established in the Act under Section 252(b)) or have filed for arbitration with the Commission upon expiration date of the Agreement AT&T-NORTH CAROLINA shall continue to offer services to CLEC pursuant to the rates, terms and conditions set forth in this Agreement until a successor agreement becomes effective between the Parties. AT&T-NORTH CAROLINA's obligation to provide services under this Agreement beyond the expiration date conditions upon the Parties adherence to the timeframes established within Section 252(b) of the Act.
- 7.8 Either on or following the expiration date of this Agreement, if the Parties have not entered into a new agreement or are not in Active Negotiations as described in Section 7.7 above, then upon written Notice to CLEC by AT&T-NORTH CAROLINA, AT&T-NORTH CAROLINA may continue to offer services to CLEC pursuant to the rates, terms and conditions set forth in AT&T-NORTH CAROLINA's then current standard interconnection agreement ("Generic") found at the AT&T CLEC Online website. At any time thereafter, the Parties may initiate negotiations for a new agreement by providing a written Notice under Section 252 to the other Party.
- 7.9 Intentionally Omitted.
- 7.10 Where CLEC has End Users and/or is purchasing Interconnection Services under this Agreement and either Party seeks to terminate this Agreement, CLEC shall cooperate in good faith to effect an orderly transition of service under this Agreement. CLEC shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users are transitioned to a new LEC by the expiration or termination date of this Agreement.

8. END USER FRAUD

- 8.1 AT&T-NORTH CAROLINA shall not be liable to CLEC for any fraud associated with CLEC's End User's account, including 1+ IntraLATA toll, ported numbers, and Alternate Billing Traffic (ABT) unless any resulting loss is attributable to AT&T-NORTH CAROLINA's gross negligence or willful misconduct. ABT is a service that allows End Users to bill calls to account(s) that might not be associated with the originating line. There are three types of ABT calls: calling card, collect, and third number billed calls.
- 8.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud involving 1+ IntraLATA toll calls, ABT, and ported numbers. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.
- 8.3 In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced in Section 8.2 will include providing to the other Party, upon request, information concerning Customers who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the End User's permission to obtain such information.
- 8.4 AT&T-NORTH CAROLINA will use a Fraud Monitoring System to determine suspected occurrences of ABT-related fraud and will provide notification messages to CLEC on suspected occurrences of ABT-related fraud on CLEC accounts stored in the applicable LIDB.
- 8.5 CLEC understands that Fraud Monitoring System alerts only identify potential occurrences of fraud. CLEC understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. CLEC understands and agrees that it will also need to determine what, if any, action CLEC should take as a result of a Fraud Monitoring System alert.

- 8.6 The Parties will provide contact names and numbers to each other for the exchange of Fraud Monitoring System alert notification.

9. ASSURANCE OF PAYMENT

- 9.1 Upon request by AT&T-NORTH CAROLINA, CLEC will provide AT&T-NORTH CAROLINA with adequate assurance of payment of amounts due (or to become due) to AT&T-NORTH CAROLINA.
- 9.2 Assurance of payment may be requested by AT&T-NORTH CAROLINA if:
- 9.2.1 at the Effective Date CLEC had not already established satisfactory credit by having made at least twelve (12) consecutive months of timely payments to AT&T-NORTH CAROLINA for charges incurred as a competitive local exchange carrier or
- 9.2.2 in AT&T-NORTH CAROLINA's reasonable judgment, at the Effective Date or at any time thereafter, there has been an impairment of the established credit, financial health, or credit worthiness of CLEC. Such impairment will be determined from information available from financial sources, including but not limited to Moody's, Standard and Poor's, and the Wall Street Journal. Financial information about CLEC that may be considered includes, but is not limited to, investor warning briefs, rating downgrades, and articles discussing pending credit problems; or
- 9.2.3 CLEC fails to timely pay a bill rendered to CLEC by AT&T-NORTH CAROLINA (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which CLEC has complied with all requirements set forth in Section 11.3); or
- 9.2.4 CLEC admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.
- 9.3 Unless otherwise agreed by the Parties, the assurance of payment will consist of
- 9.3.1 a cash security deposit in U.S. dollars held by AT&T-NORTH CAROLINA ("Cash Deposit") or
- 9.3.2 an unconditional, irrevocable standby bank letter of credit from a financial institution acceptable to AT&T-NORTH CAROLINA naming the AT&T-owned ILEC(s) designated by AT&T-NORTH CAROLINA as the beneficiary(ies) thereof and otherwise in form and substance satisfactory to AT&T-NORTH CAROLINA ("Letter of Credit").
- 9.3.3 The Cash Deposit or Letter of Credit must be in an amount equal to three (3) months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), as reasonably determined by AT&T-NORTH CAROLINA, for the Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation or any other functions, facilities, products or services to be furnished by AT&T-NORTH CAROLINA under this Agreement.
- 9.4 To the extent that AT&T-NORTH CAROLINA elects to require a Cash Deposit, the Parties intend that the provision of such Cash Deposit shall constitute the grant of a security interest in the Cash Deposit pursuant to Article 9 of the Uniform Commercial Code in effect in any relevant jurisdiction.
- 9.5 A Cash Deposit will accrue interest, however, AT&T-NORTH CAROLINA will not pay interest on a Letter of Credit.
- 9.6 AT&T-NORTH CAROLINA may, but is not obligated to, draw on the Letter of Credit or the Cash Deposit, as applicable, upon the occurrence of any one of the following events:
- 9.6.1 CLEC owes AT&T-NORTH CAROLINA undisputed charges under this Agreement that are more than thirty (30) calendar days past due; or
- 9.6.2 CLEC admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S.

Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding; or

9.6.3 The expiration or termination of this Agreement.

9.7 If AT&T-NORTH CAROLINA draws on the Letter of Credit or Cash Deposit, upon request by AT&T-NORTH CAROLINA, CLEC will provide a replacement or supplemental letter of credit or cash deposit conforming to the requirements of Section 9.3.

9.8 Notwithstanding anything else set forth in this Agreement, if AT&T-NORTH CAROLINA makes a request for assurance of payment in accordance with the terms of this Section, then AT&T-NORTH CAROLINA shall have no obligation thereafter to perform under this Agreement until such time as CLEC has furnished AT&T-NORTH CAROLINA with the assurance of payment requested; provided, however, that AT&T-NORTH CAROLINA will permit CLEC a minimum of ten (10) Business Days to respond to a request for assurance of payment before invoking this Section.

9.8.1 If CLEC fails to furnish the requested adequate assurance of payment on or before the date set forth in the request, AT&T-NORTH CAROLINA may also invoke the provisions set forth in Section 11.5 through Section 11.7.

9.9 A cash deposit held by AT&T-NORTH CAROLINA shall be returned to CLEC at the expiration of twelve months from the date CLEC receives its first bill under this Agreement after paying the cash deposit, so long as CLEC made satisfactory payment of all charges billed under this Agreement during that twelve month period. For purposes of the preceding sentence, "satisfactory payment" shall mean that payment was made after the date the bill is due no more than one time during the twelve month period and that no payment was made by a check that was subsequently dishonored. If CLEC does not meet these refund criteria, the deposit may be retained for an additional six months, at the end of which another review will be made to determine whether CLEC has made satisfactory payment (as defined in the preceding sentence) of all charges within the twelve months immediately preceding that review.

9.10 The fact that a Cash Deposit or Letter of Credit is requested by AT&T-NORTH CAROLINA shall in no way relieve CLEC from timely compliance with all payment obligations under this Agreement (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), nor does it constitute a waiver or modification of the terms of this Agreement pertaining to disconnection or re-entry for non-payment of any amounts required to be paid hereunder.

10. BILLING AND PAYMENT OF CHARGES

10.1 Unless otherwise stated, each Party will render monthly bill(s) to the other for Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services provided hereunder at the rates set forth in the applicable Appendix Pricing, as set forth in applicable tariffs or other documents specifically referenced herein and, as applicable, as agreed upon by the Parties or authorized by a Party.

10.1.1 Remittance in full of all bills rendered by AT&T-NORTH CAROLINA is due within thirty (30) calendar days of each bill date (the "Bill Due Date"). Payment must be made in accordance with the terms set forth in Section 10.3 of this Agreement.

10.1.2 Intentionally Omitted.

10.1.3 Intentionally Omitted.

10.1.4 Remittance in full of all bills rendered by CLEC is due within thirty (30) calendar days of each bill date (the "Bill Due Date"). To avoid late payment charges, CLEC can either pay all billed charges to AT&T by the bill due date or pay all undisputed billed charges to AT&T-NORTH CAROLINA when due and pay any properly disputed and fact based claimed amounts paid into escrow by bill due date.

- 10.1.5 If CLEC fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from CLEC after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available to AT&T-NORTH CAROLINA as of the Bill Due Date (individually and collectively, "Past Due"), then a late payment charge will be assessed as provided below, as applicable.
- 10.1.5.1 If any charge incurred under this Agreement that is billed out of any AT&T-NORTH CAROLINA billing system is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid at the lesser of (i) the rate used to compute the Late Payment Charge in the applicable AT&T-NORTH CAROLINA intrastate access services tariff for that state and (ii) the highest rate of interest that may be charged under Applicable Law. The method and timing for application of interest to any charge incurred under this Agreement that is billed out of any AT&T-NORTH CAROLINA billing system other than any AT&T-NORTH CAROLINA billing system will comply with the process set forth in the AT&T-NORTH CAROLINA intrastate access services tariff for that state.
- 10.1.5.2 Intentionally Omitted.
- 10.1.5.3 If any charge incurred under this Agreement that is billed out of any AT&T-NORTH CAROLINA billing system is Past Due, the unpaid amounts will accrue interest from the Bill Due Date 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 Law, compounded daily from the day following the Bill Due Date to and including the date that the payment is actually made and available.
- 10.2 If any charge incurred by either Party under this Agreement is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid. The interest rate applied will be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable AT&T-NORTH CAROLINA intrastate access services tariff for that state and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.
- 10.3 The Parties shall make all payments to the other Party via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by that Party. Remittance information will be communicated together with the funds transfer via the ACH network. CLEC must use the CCD+ or the CTX transaction set. CLEC and AT&T-NORTH CAROLINA will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH credit transfer must be received by the other Party no later than the Bill Due Date of each bill or Late Payment Charges will apply. Neither Party is liable for any delays in receipt of funds or errors in entries caused by CLEC, the other Party or Third Parties, including a Party's financial institution. Each Party is responsible for its own banking fees.
- 10.3.1 Processing of payments not made via electronic funds credit transfers through the ACH network may be delayed. Each Party is responsible for any Late Payment Charges resulting from the Party's failure to use electronic funds credit transfers through the ACH network.
- 10.4 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") must, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such written notice the specific details and reasons for disputing each item listed in Section 12.4.1. The Disputing Party should utilize any existing and preferred form provided by the Billing Party to communicate disputes to the Billing Party. On or before the Bill Due Date, the Non-Paying Party must pay (i) all undisputed amounts to the Billing Party, and (ii) all Disputed Amounts [other than disputed charges arising from Appendix Intercarrier Compensation] into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties.

- 10.5 Intentionally Omitted.
- 10.6 Requirements to Establish Escrow Accounts.
 - 10.6.1 To be acceptable, the Third Party escrow agent must meet all of the following criteria:
 - 10.6.1.1 The financial institution proposed as the Third Party escrow agent must be located within the continental United States;
 - 10.6.1.2 The financial institution proposed as the Third Party escrow agent may not be an Affiliate of either Party; and
 - 10.6.1.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle ACH (credit transactions) (electronic funds) transfers.
 - 10.6.2 In addition to the foregoing requirements for the Third Party escrow agent, the disputing Party and the financial institution proposed as the Third Party escrow agent must agree in writing furnished to the Billing Party that the escrow account will meet all of the following criteria:
 - 10.6.2.1 The escrow account must be an interest bearing account;
 - 10.6.2.2 all charges associated with opening and maintaining the escrow account will be borne by the disputing Party;
 - 10.6.2.3 that none of the funds deposited into the escrow account or the interest earned thereon may be used to pay the financial institution's charges for serving as the Third Party escrow agent;
 - 10.6.2.4 all interest earned on deposits to the escrow account will be disbursed to the Parties in the same proportion as the principal; and
 - 10.6.2.5 disbursements from the escrow account will be limited to those:
 - 10.6.2.5.1 authorized in writing by both the disputing Party and the Billing Party (that is, signature(s) from representative(s) of the disputing Party only are not sufficient to properly authorize any disbursement); or
 - 10.6.2.5.2 made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 12.7; or
 - 10.6.2.5.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 12.7.
 - 10.6.3 Intentionally Omitted.
 - 10.6.4 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provisions set forth in Section 12.
- 10.7 If the Non-Paying Party disputes any charges and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties will cooperate to ensure that all of the following actions are completed:
 - 10.7.1 the Billing Party will credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after resolution of the dispute;
 - 10.7.1.1 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Non-Paying Party will be released to the Non-Paying Party, together with any interest accrued thereon;
 - 10.7.1.2 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Billing Party will be released to the Billing Party, together with any interest accrued thereon; and

- 10.7.1.3 no later than the third Bill Due Date after the resolution of the dispute, the Non-Paying Party will pay the Billing Party the difference between the amount of accrued interest the Billing Party received from the escrow disbursement and the amount of Late Payment Charges the Billing Party is entitled to receive pursuant to Section 10.1.5.
- 10.8 If the Non-Paying Party disputes any charges and the entire dispute is resolved in favor of the Billing Party, the Parties will cooperate to ensure that all of the actions required by Section 10.7.1.1 and Section 10.7.1.3 are completed within the times specified therein.
- 10.8.1 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the time specified in Section 10.7 shall be grounds for termination of the Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services provided under this Agreement.
- 10.9 If either Party requests one or more additional copies of a bill, the requesting Party will pay the Billing Party a reasonable fee for each additional copy, unless such copy was requested due to failure in delivery of the original bill or correction(s) to the original bill.
- 10.10 Exchange of Billing Message Information
- 10.10.1 Upon written request from CLEC, AT&T-NORTH CAROLINA will provide CLEC a specific Daily Usage File ("DUF" or "Usage Extract") for Resale Services provided hereunder ("Customer Usage Data"). Such Customer Usage Data will be provided by AT&T-NORTH CAROLINA in accordance with Exchange Message Interface (EMI) guidelines supported by OBF. Any exceptions to the supported formats will be noted in the DUF implementation requirements documentation for each AT&T-owned ILEC. The DUF will include (i) specific daily usage, including both Local Traffic (if and where applicable) and LEC-carried IntraLATA Toll Traffic, in EMI format for usage sensitive services furnished in connection with each Resale Service to the extent that similar usage sensitive information is provided to retail End Users of AT&T-NORTH CAROLINA within that state, (ii) with sufficient detail to enable CLEC to bill its End Users for usage sensitive services furnished by AT&T-NORTH CAROLINA in connection with Resale Service provided by AT&T-NORTH CAROLINA. Procedures and processes for implementing the interfaces with AT&T-NORTH CAROLINA will be included in implementation requirements documentation.
- 10.10.2 To establish file transmission for the Daily Usage File, CLEC must provide to AT&T-NORTH CAROLINA a separate written request for each state no less than sixty (60) calendar days prior to the desired first transmission date for each file.
- 10.10.3 Call detail for LEC-carried calls that are alternately billed to CLEC End Users' lines provided by AT&T-NORTH CAROLINA through Resale will be forwarded to CLEC as rated call detail on the DUF.
- 10.10.4 AT&T-NORTH CAROLINA will bill CLEC for Usage Extract furnished by AT&T-NORTH CAROLINA in accordance with the price(s) provided in the applicable Pricing Schedule.
- 10.10.5 Interexchange call detail on Resale Services that is forwarded to AT&T-NORTH CAROLINA for billing, which would otherwise be processed by AT&T-NORTH CAROLINA for its retail End Users, will be returned to the IXC and will not be passed through to CLEC. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for Information Services and other ancillary services traffic on Resale Services will be passed through when AT&T-NORTH CAROLINA records the message.
- 10.11 When CLEC serves its End User via switch-based service and has contracted with AT&T-NORTH CAROLINA to provide operator services, upon written request from CLEC, AT&T-NORTH CAROLINA will provide CLEC with a DUF for operator handled calls handled by AT&T-NORTH CAROLINA.

11. NONPAYMENT AND PROCEDURES FOR DISCONNECTION

- 11.1 If a Party is furnished Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services under the terms of this Agreement in more than one (1) state, Sections 11.1 through 11.7, inclusive, shall be applied separately for each such state.
- 11.2 Failure to pay charges shall be grounds for disconnection of Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services furnished under this Agreement. If a Party fails to pay any charges billed to it under this Agreement, including but not limited to any Late Payment Charges or miscellaneous charges ("Unpaid Charges"), and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party will notify the Non-Paying Party in writing that in order to avoid disruption or disconnection of the Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party within ten (10) Business Days following receipt of the Billing Party's notice of Unpaid Charges.
- 11.3 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than ten (10) Business Days following receipt of the Billing Party's notice of Unpaid Charges:
- 11.3.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total amount disputed ("Disputed Amounts") and the specific details listed in Section 12.4.1 of this Agreement, together with the reasons for its dispute; and
- 11.3.2 pay all undisputed Unpaid Charges to the Billing Party; and
- 11.3.3 pay all Disputed Amounts [other than disputed charges arising from Appendix Inter-carrier Compensation] into an interest bearing escrow account that complies with the requirements set forth in Section 10.6; and
- 11.3.4 furnish written evidence to the Billing Party that the Non-Paying Party has established an interest bearing escrow account that complies with all of the terms set forth in Section 10.6 and deposited a sum equal to the Disputed Amounts [other than disputed charges arising from Appendix Inter-carrier Compensation] into that account. Until evidence that the full amount of the Disputed Charges [other than disputed charges arising from Appendix Inter-carrier Compensation] has been deposited into an escrow account that complies with Section 10.6 is furnished to the Billing Party, such Unpaid Charges will not be deemed to be "disputed" under Section 12.
- 11.4 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth in Section 12.
- 11.5 **AT&T-NORTH CAROLINA**
- 11.5.1 If the Non-Paying Party fails to (a) pay any undisputed Unpaid Charges in response to the Billing Party's Section 11.2 notice, (b) deposit the disputed portion of any Unpaid Charges into an interest bearing escrow account that complies with all of the terms set forth in Section 10.6 within the time specified in Section 11.3, (c) timely furnish any assurance of payment requested in accordance with Section 9 or (d) make a payment in accordance with the terms of any mutually agreed payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for payment of any of the obligations set forth in (a) through (d) of this Section within ten (10) Business Days. On the day that the Billing Party provides such written demand to the Non-Paying Party, the Billing Party may also exercise any or all of the following options:
- 11.5.1.1 suspend acceptance of any application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services under this Agreement; and/or

11.5.1.2 suspend completion of any pending application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services under this Agreement.

11.5.2 Notwithstanding anything to the contrary in this Agreement, the Billing Party's exercise of any of its options under Section 11.5.1, Section 11.5.1.1 and Section 11.5.1.2:

11.5.2.1 will not delay or relieve the Non-Paying Party's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date, and

11.5.2.2 will exclude any affected application, request, order or service from any otherwise applicable performance interval, Performance Benchmark or Performance Measure.

11.6 Intentionally Omitted

11.7 Intentionally Omitted

11.8 Intentionally Omitted.

11.9 Limitation on Back-billing and Credit Claims:

11.9.1 Notwithstanding anything to the contrary in this Agreement, a Party shall be entitled to

11.9.1.1 Back-bill for or claim credit for any charges for services provided pursuant to this Agreement that are found to be unbilled, under-billed or over-billed, but only when such charges appeared or should have appeared on a bill dated within the twelve (12) months immediately preceding the date on which the Billing Party provided written notice to the Billed Party of the amount of the back-billing or the Billed Party provided written notice to the Billing Party of the claimed credit amount. The Parties agree that the twelve (12) month limitation on back-billing and credit claims set forth in the preceding sentence shall be applied prospectively only after the Effective Date of this Agreement, meaning that the twelve month period for any back-billing or credit claims may only include billing periods that fall entirely after the Effective Date of this Agreement and will not include any portion of any billing period that began prior to the Effective Date of this Agreement.

11.9.1.2 Back-billing and credit claims, as limited above, will apply to all Interconnection, Resale Services, Unbundled Network Elements, Collocation, facilities, functions, product and services purchased under this Agreement. Intercarrier Compensation is specifically excluded from this Section and is addressed separately in the Intercarrier Compensation Attachment.

12. DISPUTE RESOLUTION

12.1 Finality of Disputes

12.1.1 Except as otherwise specifically provided for in this Agreement, no claim may be brought for any dispute arising from this Agreement more than twenty-four (24) months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.

12.1.2 Notwithstanding anything contained in this Agreement to the contrary, a Party shall be entitled to dispute only those charges which appeared on a bill dated within the twelve (12) months immediately preceding the date on which the Billing Party received notice of such Disputed Amounts.

12.2 Alternative to Litigation

12.2.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, the Parties agree to use the following Dispute Resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

12.3 Commencing Dispute Resolution

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

12.3.1.1 Service Center or Collocation Service Center (CSC) Dispute Resolution;

12.3.1.2 Informal Dispute Resolution; and

12.3.1.3 Formal Dispute Resolution, each of which is described below.

12.4 Service Center or CSC Dispute Resolution - the following Dispute Resolution procedures will apply with respect to any billing dispute arising out of or relating to the Agreement. Written notice sent to AT&T-NORTH CAROLINA for Disputed Amounts must be made on the "13 Billing Claims Dispute Form".

12.4.1 If the written notice given pursuant to Section 12.3 discloses that a CLEC dispute relates to billing, then the procedures set forth in this Section 12.4 shall be used and the dispute shall first be referred to the appropriate Service Center for resolution. In order to resolve a billing dispute, CLEC shall furnish AT&T-NORTH CAROLINA written notice of (i) the date of the bill in question, (ii) CBA/ESBA/ASBS or BAN number of the bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any USOC information relating to the item questioned, (v) amount billed and (vi) amount in question and (vii) the reason that CLEC disputes the billed amount. To be deemed a "dispute" under this Section 12.4, CLEC must provide evidence that it has either paid the disputed amount or established an interest bearing escrow account that complies with the requirements set forth in Section 10.6 of this Agreement and deposited all Unpaid Charges relating to Resale Services and Lawful Unbundled Network Elements into that escrow account. Failure to provide the information and evidence required by this Section 12.4.1 not later than twenty-nine (29) calendar days following the Bill Due Date shall constitute CLEC's irrevocable and full waiver of its right to dispute the subject charges.

12.4.2 The Parties shall attempt to resolve Disputed Amounts appearing on AT&T-NORTH CAROLINA's current billing statements thirty (30) to sixty (60) calendar days from the Bill Due Date (provided CLEC furnishes all requisite information and evidence under Section 12.4.1 by the Bill Due Date). If not resolved within thirty (30) calendar days, upon request, AT&T-NORTH CAROLINA will notify CLEC of the status of the dispute and the expected resolution date.

12.4.3 The Parties shall attempt to resolve 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 thirty (30) calendar days from the date notice of the Disputed Amounts was received (provided that CLEC furnishes all requisite information and evidence under Section 12.4.1), AT&T-NORTH CAROLINA will notify CLEC of the status of the dispute and the expected resolution date.

12.4.4 Any notice of Disputed Amounts given by AT&T-NORTH CAROLINA to CLEC pursuant to Section 12.3 shall furnish CLEC 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-NORTH CAROLINA disputes the billed amount. The Parties shall attempt to resolve Disputed Amounts appearing on current billing statement(s) thirty (30) to sixty (60) calendar days from the Bill Due Date (provided AT&T-NORTH CAROLINA, 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 thirty (30) calendar days, CLEC will notify AT&T-NORTH CAROLINA of the status of the dispute and the expected resolution date.

12.4.5 If the Non-Paying Party is not satisfied by the resolution of the billing dispute under this Section 12.4, the Non-Paying Party may notify the Billing Party in writing that it wishes to invoke the Informal Resolution of Disputes afforded pursuant to Section 12.5 of this Agreement.

12.5 Informal Resolution of Disputes

12.5.1 Upon receipt by one Party of notice of a dispute by the other Party pursuant to Section 12.3 or Section 12.4.5, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. 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 settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

12.6 Formal Dispute Resolution

12.6.1 If the Parties are unable to resolve the dispute through the informal procedure described in Section 12.5, then either Party may invoke the formal Dispute Resolution procedures described in this Section 12.6. Unless agreed among all 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 letter initiating Dispute Resolution under Section 12.3.

12.6.2 Claims Subject to Mandatory Arbitration. The following claims, if not settled through informal Dispute Resolution, will be subject to mandatory arbitration pursuant to Section 12.7 below:

12.6.2.1 Each unresolved billing dispute involving one percent (1%) or less of the amounts charged to the Disputing Party under this Agreement in the state in which the dispute arises during the twelve (12) months immediately preceding receipt of the letter initiating Dispute Resolution under Section 12.3. If the disputing Party has not been billed for a minimum of twelve (12) months immediately preceding receipt of the letter initiating Dispute Resolution under Section 12.3, the Parties will annualize the actual number of months billed.

12.6.3 Claims Subject to Elective Arbitration. Claims will be subject to elective arbitration pursuant to Section 12.7 if, and only if, the claim is not settled through informal Dispute Resolution and both Parties agree to arbitration. 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.

12.6.4 Claims Not Subject to Arbitration. If the following claims are not resolved through informal Dispute Resolution, they will not be subject to arbitration and must be resolved through any remedy available to a Party pursuant to law, equity or agency mechanism.

12.6.4.1 Actions seeking a temporary restraining order or an injunction related to the purposes of this Agreement.

12.6.4.2 Actions to compel compliance with the Dispute Resolution process.

12.6.4.3 All claims arising under federal or state statute(s), including antitrust claims.

12.7 Arbitration

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

13. AUDITS – APPLICABLE IN AT&T-NORTH CAROLINA

13.1 Subject to the restrictions set forth in Section 22 "Confidentiality" and except as may be otherwise expressly provided in this Agreement, a Party (the "Auditing Party") may audit the other Party's (the "Audited Party") books, records, data and other documents, as provided herein, once annually, with the audit period commencing not earlier than the date on which services were first supplied under this Agreement ("service start date") for the purpose of evaluating (i) the accuracy of Audited Party's billing and invoicing of the services provided hereunder and (ii) verification of compliance with any provision of this Agreement that affects the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Notwithstanding the foregoing, an Auditing Party may audit the Audited Party's books, records and documents more than once annually if the previous audit found (i) previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least five percent (5%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit or (ii) non-compliance by Audited Party with any provision of this Agreement affecting Auditing Party's billing and invoicing of the services provided to Audited Party with an aggregate value of at least five percent (5%) of the amounts payable by Audited Party for audited services provided during the period covered by the audit.

13.1.1 The scope of the audit shall be limited to the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed (or if no audit has been performed, the service start date and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the service start date. Such audit shall begin no fewer than thirty (30) calendar days after Audited Party receives a written notice requesting an audit and shall be completed no later than thirty (30) calendar days after the start of such audit.

13.1.2 Such audit shall be conducted by an independent auditor acceptable to both Parties. Auditing Party shall cause the independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties.

- 13.1.3 Each audit shall be conducted on the premises of the Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit and shall provide the auditor reasonable access to any and all appropriate Audited Party employees and any books, records and other documents reasonably necessary to assess (i) the accuracy of Audited Party's bills and (ii) Audited Party's compliance with the provisions of this Agreement that affect the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Audited Party may redact from the books, records and other documents provided to the auditor any Audited Party information that reveals the identity of End Users of Audited Party.
- 13.1.4 Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.
- 13.1.5 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) promptly correct any billing error, including making refund of any overpayment by Auditing Party 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 and (ii) for any undercharge caused by the actions of the Audited Party, immediately compensate Auditing Party for such undercharge, and (iii) in each case, calculate and pay interest as provided in Section 10.1 for the number of calendar days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available.
- 13.1.6 Except as may be otherwise provided in this Agreement, audits shall be performed at Auditing Party's expense, subject to reimbursement by Audited Party of one-quarter (1/4) of any independent auditor's fees and expenses in the event that an audit finds, and the Parties subsequently verify, a net adjustment in the charges paid or payable by Auditing Party hereunder by an amount that is, on an annualized basis, greater than five percent (5%) of the aggregate charges for the audited services during the period covered by the audit.
- 13.1.7 Any disputes concerning audit results shall be referred to the Parties' respective personnel responsible for informal resolution. If these individuals cannot resolve the dispute within thirty (30) calendar days of the referral, either Party may request in writing that an additional audit shall be conducted by an independent auditor acceptable to both Parties, subject to the requirements set out in Section 13.1. Any additional audit shall be at the requesting Party's expense.

13.2 Intentionally Omitted.

14. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

14.1 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE INTERCONNECTION, RESALE SERVICES, LAWFUL UNBUNDLED NETWORK ELEMENTS, FUNCTIONS, FACILITIES, PRODUCTS AND SERVICES IT PROVIDES UNDER OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND EACH PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NO PARTY TO THIS AGREEMENT ASSUMES RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY ANY OTHER PARTY TO THIS AGREEMENT WHEN SUCH DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

15. LIMITATION OF LIABILITY

15.1 Except for indemnity obligations expressly set forth herein or as otherwise expressly provided in specific appendices, each Party's liability to the other Party for any Loss relating to or arising out of such Party's performance under this Agreement, including any negligent act or omission (whether willful or inadvertent), whether in contract, tort or otherwise, including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement also constitute a

- violation of a statute, including the Act, shall not exceed in total the amount AT&T-NORTH CAROLINA or CLEC has charged or would have charged to the other Party for the affected Interconnection, Lawful Unbundled Network Elements, Collocation, or functions, facilities, products and service(s) that were not performed or provided or were improperly performed or provided.
- 15.2 Except as otherwise expressly provided in specific appendices, in the case of any Loss alleged or claimed by a Third Party to have arisen out of the negligence or willful misconduct of any Party, each Party shall bear, and its obligation shall be limited to, that portion (as mutually agreed to by the Parties or as otherwise established) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.
- 15.3 A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users or Third Parties that relate to any Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party shall not be liable to such End User or Third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged the End User or Third Party for the Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services that gave rise to such Loss and (ii) any Consequential Damages. If a Party elects not to place in its tariffs or contracts such limitation(s) of liability, and the other Party incurs a Loss as a result thereof, the first Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitation(s) of liability described in this Section.
- 15.4 Neither CLEC nor AT&T-NORTH CAROLINA shall be liable to the other Party for any Consequential Damages suffered by the other Party, regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including negligence of any kind, whether active or passive (and including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of the Act or other statute), and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions; provided that the foregoing shall not limit a Party's obligation under Section 16 to indemnify, defend, and hold the other Party harmless against any amounts payable to a Third Party, including any Losses, and Consequential Damages of such Third Party; provided, however, that nothing in this Section 15.4 shall impose indemnity obligations on a Party for any Loss or Consequential Damages suffered by that Party's End User in connection with any affected Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services. Except as provided in the prior sentence, each Party ("Indemnifying Party") hereby releases and holds harmless the other Party ("Indemnitee") (and Indemnitee's Affiliates, and its respective officers, directors, employees and agents) against any Loss or Claim made by the Indemnifying Party's End User.
- 15.5 AT&T-NORTH CAROLINA shall not be liable for damages to an End User's premises resulting from the furnishing of any Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products or services, including, if applicable, the installation and removal of equipment and associated wiring, and Collocation Equipment unless the damage is caused by AT&T-NORTH CAROLINA's gross negligence or willful misconduct. AT&T-NORTH CAROLINA does not guarantee or make any warranty with respect to Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services when used in an explosive atmosphere.
- 15.6 CLEC hereby releases AT&T-NORTH CAROLINA from any and all liability for damages due to errors or omissions in CLEC's End User listing information as provided by CLEC to AT&T-NORTH CAROLINA under this Agreement, including any errors or omissions occurring in CLEC's End User listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, Consequential, punitive or incidental damages.

- 15.7 AT&T-NORTH CAROLINA's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. AT&T-NORTH CAROLINA shall not be liable to 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-NORTH CAROLINA 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 CLEC until service is restored.
- 15.8 CLEC's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event CLEC provides E911 Service to AT&T-NORTH CAROLINA, CLEC shall not be liable to AT&T-NORTH CAROLINA, 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 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-NORTH CAROLINA until service is restored.
- 15.9 This Section 15 is not intended to exempt any Party from all liability under this Agreement, but only to set forth the scope of liability agreed to and the type of damages that are recoverable. Both Parties acknowledge that they negotiated regarding alternate limitation of liability provisions but that such provisions would have altered the cost, and thus the price, of providing the Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services available hereunder, and no different pricing reflecting different costs and different limits of liability was agreed to.

16. INDEMNITY

- 16.1 Except as otherwise expressly provided herein or in specific appendices, each Party shall be responsible only for the Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services which are provided by that Party, its authorized agents, subcontractors, or others retained by such Parties, and neither Party shall bear any responsibility for the Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services provided by the other Party, its agents, subcontractors, or others retained by such Parties.
- 16.2 Except as otherwise expressly provided herein or in specific appendices, and to the extent not prohibited by Applicable Law and not otherwise controlled by tariff, each Party (the "Indemnifying Party") shall release, defend and indemnify the other Party (the "Indemnified Party") and hold such Indemnified Party harmless against any Loss to a Third Party arising out of the negligence or willful misconduct ("Fault") of such Indemnifying Party, its agents, its customers, its End Users, contractors, or others retained by such Parties, in connection with the Indemnifying Party's provision of Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services under this Agreement; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (ii) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (iii) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.
- 16.3 In the case of any Loss alleged or claimed by a customer or End User of either Party, the Party whose customer or End User alleged or claimed such Loss (the "Indemnifying Party") shall defend and indemnify the other Party (the "Indemnified Party") against any and all such Claims or Losses by its customer or End User regardless of whether the underlying Interconnection, Resale Service, Lawful

Unbundled Network Element, Collocation, function, facility, product or service giving rise to such Claim or Loss was provided or provisioned by the Indemnified Party, unless the Claim or Loss was caused by the gross negligence or willful misconduct of the Indemnified Party.

16.4 A Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party ("Indemnified Party") against any Claim or Loss arising from the Indemnifying Party's use of Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services provided under this Agreement involving:

16.4.1 Any Claim or Loss arising from such Indemnifying Party's use of Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services offered under this Agreement, involving any Claim for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's or its customer's or End User's use.

16.4.1.1 The foregoing includes any Claims or Losses arising from disclosure of any customer or End User-specific information associated with either the originating or terminating numbers used to provision Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services provided hereunder and all other Claims arising out of any act or omission of the customer or End User in the course of using any Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products or services provided pursuant to this Agreement.

16.4.1.2 The foregoing includes any Losses arising from Claims for actual or alleged infringement of any Intellectual Property right of a Third Party to the extent that such Loss arises from an Indemnifying Party's or an Indemnifying Party's customer's or End User's use of Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply:

16.4.1.2.1 where an Indemnified Party or its customer or End User modifies Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services; provided under this Agreement; and

16.4.1.2.2 no infringement would have occurred without such modification.

16.4.2 Any and all penalties imposed on either Party because of the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 (CALEA); provided that the Indemnifying Party shall also, at its sole cost and expense, pay any amounts necessary to modify or replace any equipment, facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA, as applicable to the Indemnifying Party's obligation's under this Agreement.

16.5 CLEC acknowledges that its right under this Agreement to Interconnect with AT&T-NORTH CAROLINA's network and to unbundle and/or combine AT&T-NORTH CAROLINA's Lawful Unbundled Network Elements (including combining with CLEC's Network Elements) may be subject to or limited by Intellectual Property rights (including without limitation, patent, copyright, trade secret, trade mark, service mark, trade name and trade dress rights) and contract rights of Third Parties.

16.5.1 The Parties acknowledge that on April 27, 2000, the FCC released its Memorandum Opinion and Order in CC Docket No. 96-98 (File No. CCBPol. 97-4), In the Matter of Petition of MCI *for Declaratory Ruling*. The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decision and any remand thereof, including its right to seek legal review or a stay pending appeal of such decision.

- 16.5.1.1 AT&T-NORTH CAROLINA agrees to use its best efforts to obtain for CLEC, under commercially reasonable terms, Intellectual Property rights to each Lawful UNE necessary for CLEC to use such Lawful UNE in the same manner as AT&T-NORTH CAROLINA.
- 16.5.1.2 AT&T-NORTH CAROLINA shall have no obligation to attempt to obtain for CLEC any Intellectual Property right(s) that would permit CLEC to use any Lawful UNE in a different manner than used by AT&T-NORTH CAROLINA.
- 16.5.1.3 To the extent not prohibited by a contract with the vendor of the network element sought by CLEC that contains Intellectual Property licenses, AT&T-NORTH CAROLINA shall reveal to CLEC the name of the vendor, the Intellectual Property rights licensed to AT&T-NORTH CAROLINA under the vendor contract and the terms of the contract (excluding cost terms). AT&T-NORTH CAROLINA shall, at CLEC's request, contact the vendor to attempt to obtain permission to reveal additional contract details to CLEC.
- 16.5.1.4 All costs associated with the extension of Intellectual Property rights to CLEC pursuant to Section 18.1, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be a part of the cost of providing the Lawful UNE to which the Intellectual Property rights relate and apportioned to all requesting carriers using that Lawful UNE including AT&T-NORTH CAROLINA.
- 16.5.2 AT&T-NORTH CAROLINA hereby conveys no licenses to use such Intellectual Property rights and makes no warranties, express or implied, concerning CLEC's (or any Third Parties') rights with respect to such Intellectual Property rights and contract rights, including whether such rights will be violated by such Interconnection or unbundling and/or combining of Lawful Unbundled Network Elements (including combining with CLEC's Network Elements) in AT&T-NORTH CAROLINA's network or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any licenses or warranties for Intellectual Property rights associated with Lawful UNEs are vendor licenses and warranties and are a part of the Intellectual Property rights AT&T-NORTH CAROLINA agrees in Section 16.5.1.1 to use its best efforts to obtain.
- 16.5.3 AT&T-NORTH CAROLINA does not and shall not indemnify, defend or hold CLEC harmless, nor be responsible for indemnifying or defending, or holding CLEC harmless, for any Claims or Losses for actual or alleged infringement of any Intellectual Property right or interference with or violation of any contract right that arises out of, is caused by, or relates to CLEC's Interconnection with AT&T-NORTH CAROLINA's network and unbundling and/or combining AT&T-NORTH CAROLINA's Lawful Unbundled Network Elements (including combining with CLEC's Network Elements) or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any indemnities for Intellectual Property rights associated with Lawful UNEs shall be vendor's indemnities and are a part of the Intellectual Property rights AT&T-NORTH CAROLINA agrees in Section 16.5.1.1 to use its best efforts to obtain.
- 16.6 CLEC shall reimburse AT&T-NORTH CAROLINA for damages to AT&T-NORTH CAROLINA's facilities utilized to provide Collocation, Interconnection or Lawful UNEs hereunder caused by the negligence or willful act of CLEC, its agents or subcontractors or CLEC's End User or resulting from CLEC's improper use of AT&T-NORTH CAROLINA's facilities, or due to malfunction of any facilities, functions, products, services or equipment provided by any person or entity other than AT&T-NORTH CAROLINA. Upon reimbursement for damages, AT&T-NORTH CAROLINA will cooperate with CLEC in prosecuting a claim against the person causing such damage. CLEC shall be subrogated to the right of recovery by AT&T-NORTH CAROLINA for the damages to the extent of such payment.
- 16.7 Notwithstanding any other provision in this Agreement, each Party agrees that should it cause any non-standard digital subscriber line ("xDSL") technologies (as that term is defined in the applicable Appendix DSL and/or the applicable commission-ordered tariff, as appropriate) to be deployed or used in connection with or on AT&T-NORTH CAROLINA facilities, that Party ("Indemnifying Party") will pay all

costs associated with any damage, service interruption or other Telecommunications Service degradation, or damage to the other Party's ("Indemnitee's") facilities.

16.8 Indemnification Procedures

16.8.1 Whenever a claim shall arise for indemnification under this Section 16, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.

16.8.2 The Indemnifying Party shall have the right to defend against such liability or assertion, in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such claim and the identity of counsel selected by the Indemnifying Party.

16.8.3 Until such time as Indemnifying Party provides written notice of acceptance of the defense of such claim, the Indemnified Party shall defend such claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim.

16.8.4 Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such claims, subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.

16.8.5 At any time, an Indemnified Party shall have the right to refuse a compromise or settlement, and, at such refusing Party's cost, to take over such defense; provided that, in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the refusing Party against, any cost or liability in excess of such refused compromise or settlement.

16.8.6 With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the claim requests equitable relief or other relief that could affect the rights of the Indemnified Party, and shall also be entitled to employ separate counsel for such defense at such Indemnified Party's expense.

16.8.7 If the Indemnifying Party does not accept the defense of any indemnified claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party.

16.8.8 In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no settlement involving a non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party.

16.8.9 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, subject to the restrictions and limitations set forth in Section 22.

17. PERFORMANCE MEASURES

17.1 Attachment Performance Measures provides monetary payments for failure to meet specified performance standards. The provisions of that Attachment constitute the sole obligation of AT&T-NORTH CAROLINA to pay damages or financial penalties for failure to meet specified performance standards identified in such Attachment and all other Attachments to this Agreement.

18. INTELLECTUAL PROPERTY

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

19. NOTICES

19.1 Subject to Section 19.2, notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be

19.1.1 delivered personally;

19.1.2 delivered by express overnight delivery service;

19.1.3 mailed, via certified mail or first class U.S. Postal Service, with postage prepaid, and a return receipt requested; or

19.1.4 delivered by facsimile; provided that a paper copy is also sent by a method described in sections 19.1.1, 19.1.2, or 19.1.3.

19.1.5 Notices will be deemed given as of the earliest of:

19.1.5.1 the date of actual receipt,

19.1.5.2 the next Business Day when sent via express overnight delivery service,

19.1.5.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service, or

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

19.1.6 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT	<u>AT&T-NORTH CAROLINA</u> CONTACT
NAME/TITLE	Intrado Communications Inc. Director – Regulatory Compliance	Contract Management ATTN: Notices Manager
STREET ADDRESS	1601 Dry Creek Drive	311 S. Akard, 9 th Floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Longmont, CO 80503	Dallas, TX 75202-5398
FACSIMILE NUMBER	(720) 494-6600	(214) 464-2006

19.1.7 Either Party may unilaterally change its designated contact, address, telephone number and/or facsimile number for the receipt of notices by giving written notice to the other Party in compliance with this Section. Any notice to change the designated contact, address, telephone and/or facsimile number for the receipt of notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

19.2 AT&T-NORTH CAROLINA communicates official information to CLECs via its Accessible Letter notification process. This process covers a variety of subjects, including updates on products/services

promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues. Changes to this process will be developed through the CLEC User Forum process and will be implemented only with the concurrence of the CLEC User Forum Global Issues group.

- 19.3 AT&T-NORTH CAROLINA's Accessible Letter notification will be via electronic mail ("e-mail") distribution. Accessible Letter notification via e-mail will be deemed given as of the date set forth on the e-mail message.
- 19.4 In AT&T-NORTH CAROLINA, CLEC may designate up to a maximum of ten (10) recipients for Accessible Letter notification via e-mail.

20. PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

- 20.1 Neither Party nor its subcontractors or agents shall use in any advertising or sales promotion, press releases, or other publicity matters any endorsements, direct or indirect quotes, or pictures that imply endorsement by the other Party or any of its employees without such first Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all publicity matters that mention or display one another's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied; the Party to whom a request is directed shall respond promptly. Nothing herein, however, shall be construed as preventing either Party from publicly stating the fact that it has executed this Agreement with the other Party.
- 20.2 Nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, logos, proprietary trade dress or trade names of the other Party in any advertising, press releases, publicity matters, marketing and/or promotional materials or for any other commercial purpose without prior written approval from such other Party.

21. NO LICENSE

- 21.1 Except at otherwise expressly provided in this Agreement, no license under patents, copyrights or any other Intellectual Property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

22. CONFIDENTIALITY

- 22.1 Each Party anticipates and recognizes that it will come into possession of technical or business information or data about the other Party and/or its customers (including without limitation its End User customers) as a result of this Agreement which will be considered confidential by such other Party. The Parties agree (1) to treat all such information and data as strictly confidential; and (2) to use such information only for purposes of performance under this Agreement. Each Party agrees not to disclose confidential information and/or data of or pertaining to the other Party or its customers (including without limitation its End User customers) to any third party without first securing the written consent of such Party. The foregoing shall not apply to information which is in the public domain. Nothing in this Agreement prevents either Party from disclosing operations results or other data that might reflect the results of this Agreement as a part of that Party's aggregate operating data as long as the disclosed data is at a level of aggregation sufficient to avoid disclosing with specificity information obtained in the operation of this Agreement.
- 22.2 If a court or governmental agency orders or a third-party requests a Party to disclose or to provide any data or information covered by this section, that Party will immediately inform the other Party of the order or request before such data or information is provided and will inform the other Party both by telephone and certified mail. Notification and consent requirements described above are not applicable in cases where a court order requires the production of billing and/or usage records of or pertaining to an individual customer (including without limitation either Party's End User customer).

- 22.3 This section will not preclude the disclosure by a Party of information or data subject to this Section to consultants, agents, or attorneys representing that Party, or the Office of the Public Counsel for a State, or appropriate State Commissions or staffs, or FCC Staff, provided that such representatives are informed of the confidential nature of the information and/or date prior to disclosure and are bound by confidentiality requirements that are at least as restrictive as applicable to the Parties to this Agreement.
- 22.4 The provisions of this section shall survive the expiration and/or termination of this Agreement, unless agreed to in writing by the Parties.

23. INTERVENING LAW

- 23.1 This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate state Commission(s). In entering into this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s) which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to reach agreement on appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications within sixty (60) days from the Written Notice, any disputes between the Parties concerning such actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

24. GOVERNING LAW

- 24.1 Unless otherwise provided by Applicable Law, this Agreement shall be governed by and construed in accordance with the Act, the FCC Rules and Regulations interpreting the Act and other applicable federal law. To the extent that federal law would apply state law in interpreting this Agreement, the domestic laws of the state in which the Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services at issue are furnished or sought shall apply, without regard to that state's conflict of laws principles. The Parties submit to personal jurisdiction in Charlotte, North Carolina, and waive any and all objection to any such venue.

25. REGULATORY APPROVAL

- 25.1 The Parties understand and agree that this Agreement and any amendment or modification hereto will be filed with the Commission for approval in accordance with Section 252 of the Act and may thereafter be filed with the FCC. The Parties believe in good faith and agree that the services to be provided under this Agreement are in the public interest. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification.

26. CHANGES IN END USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION

- 26.1 Applies to AT&T-NORTH CAROLINA

26.1.1 Each Party will abide by applicable federal and state laws and regulations in obtaining End User authorization prior to changing an End User's Local Exchange Carrier or CLEC to itself and in assuming responsibility for any applicable charges as specified in the FCC's rules regarding

Subscriber Carrier Selection Changes (47 CFR 64.1100 through 64.1170) and any applicable state regulation. Each Party shall retain on file all applicable letters and other documentation of authorization relating to its End User's selection of such Party as its LEC, which documentation shall be available for inspection by the other Party at its request during normal business hours and at no charge.

- 26.1.2 Only an End User can initiate a challenge to a change in its LEC. If an End User notifies one Party that the End User requests local exchange service, and the other Party is such End User's LEC, then the Party receiving such request shall be free to immediately access such End User's CPNI subject to the requirements of the applicable Appendix OSS restricting access to CPNI in order to immediately provide service to such End User.
- 26.1.3 When an End User changes or withdraws authorization from its LEC, each Party shall release End User-specific facilities belonging to the ILEC in accordance with the End User's direction or that of the End User's authorized agent. Further, when an End User abandons its premise (that is, its place of business or domicile), AT&T-NORTH CAROLINA is free to reclaim the Lawful UNE facilities for use by another End User and is free to issue service orders required to reclaim such facilities.
- 26.1.4 Neither Party shall be obligated by this Agreement to investigate any allegations of unauthorized changes in local exchange service (slamming) at the request of the other Party; provided, however, that each Party shall cooperate with any investigation of a complaint alleging an unauthorized change in local exchange service at the request of the FCC or the applicable state Commission.

27. COMPLIANCE AND CERTIFICATION

- 27.1 Each Party shall comply at its own expense with all Applicable Laws that relate to that Party's obligations to the other Party under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.
- 27.2 Each Party warrants that it has obtained all necessary state certification required in each state covered by this Agreement prior to ordering any Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services from the other Party pursuant to this Agreement. Upon request, each Party shall provide proof of certification.
- 27.3 Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, Governmental Authorities, building and property owners, other carriers, and any other Third Parties that may be required in connection with the performance of its obligations under this Agreement.
- 27.4 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the CALEA.

28. LAW ENFORCEMENT

- 28.1 AT&T-NORTH CAROLINA and CLEC shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

28.1.1 Intercept Devices:

28.1.1.1 Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with an End User of the other Party, it shall refer such request to the Party that serves such End User, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's facilities, in which case that Party shall comply with any valid request.

28.1.2 Subpoenas:

28.1.2.1 If a Party receives a subpoena for information concerning an End User the Party knows to be an End User of the other Party, it shall refer the subpoena to the Requesting Party with an indication that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the receiving Party was the End User's service provider, in which case that Party will respond to any valid request.

28.1.3 Emergencies:

28.1.3.1 If a Party receives a request from a law enforcement agency for a temporary number change, temporary disconnect, or one-way denial of outbound calls by the receiving Party's switch for an End User of the other Party, that Receiving Party will comply with a valid emergency request. However, neither Party shall be held liable for any claims or Losses arising from compliance with such requests on behalf of the other Party's End User and the Party serving such End User agrees to indemnify and hold the other Party harmless against any and all such claims or Losses.

29. RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR

- 29.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party and each Party's contractor(s) shall be solely responsible for all matters relating to payment of such employees, including the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts and all other regulations governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.
- 29.2 Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

30. NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY

- 30.1 This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any Third Party beneficiary rights hereunder. This Agreement shall not provide any Person not a party hereto with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference hereto.

31. SUBCONTRACTING

- 31.1 If either Party retains or engages any subcontractor to perform any of that Party's obligations under this Agreement, each Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors.
- 31.2 Each Party will be solely responsible for payments due that Party's subcontractors.
- 31.3 No subcontractor will be deemed a Third Party beneficiary for any purposes under this Agreement.

- 31.4 No contract, subcontract or other agreement entered into by either Party with any Third Party in connection with the provision of Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services hereunder will provide for any indemnity, guarantee or assumption of liability by the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party.
- 31.5 Any subcontractor that gains access to Customer Proprietary Network Information ("CPNI") or Proprietary Information covered by this Agreement shall be required by the subcontracting Party to protect such CPNI or Proprietary Information to the same extent the subcontracting Party is required to protect such CPNI or Proprietary Information under the terms of this Agreement.

32. RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

- 32.1 Each Party shall be solely responsible at its own expense for the proper handling, use, removal, excavation, storage, treatment, transport, disposal, or any other management by such Party or any person acting on its behalf of all Hazardous Substances and Environmental Hazards introduced to the affected work location and will perform such activities in accordance with Applicable Law.
- 32.2 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, AT&T-NORTH CAROLINA shall, at CLEC's request, indemnify, defend, and hold harmless CLEC, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorneys and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal from the work location of a Hazardous Substance by AT&T-NORTH CAROLINA or any person acting on behalf of AT&T-NORTH CAROLINA, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by AT&T-NORTH CAROLINA or any person acting on behalf of AT&T-NORTH CAROLINA, or (iii) the presence at the work location of an Environmental Hazard for which AT&T-NORTH CAROLINA is responsible under Applicable Law or a Hazardous Substance introduced into the work location by AT&T-NORTH CAROLINA or any person acting on behalf of AT&T-NORTH CAROLINA.
- 32.3 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, CLEC shall, at AT&T-NORTH CAROLINA's request, indemnify, defend, and hold harmless AT&T-NORTH CAROLINA, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorney's and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal of a Hazardous Substance from the work location by CLEC or any person acting on behalf of CLEC, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by CLEC or any person acting on behalf of CLEC, or (iii) the presence at the work location of an Environmental Hazard for which CLEC is responsible under Applicable Law or a Hazardous Substance introduced into the work location by CLEC or any person acting on behalf of CLEC.
- 32.4 For the purposes of this agreement, "Hazardous Substances" means (i) any material or substance that is defined or classified as a hazardous substance, hazardous waste, hazardous material, hazardous chemical, pollutant, or contaminant under any federal, state, or local environmental statute, rule, regulation, ordinance or other Applicable Law dealing with the protection of human health or the environment, (ii) petroleum, oil, gasoline, natural gas, fuel oil, motor oil, waste oil, diesel fuel, jet fuel, and other petroleum hydrocarbons, or (iii) asbestos and asbestos containing material in any form, and (iv) any soil, groundwater, air, or other media contaminated with any of the materials or substances described above.

- 32.5 For the purposes of this agreement, "Environmental Hazard" means (i) the presence of petroleum vapors or other gases in hazardous concentrations in a manhole or other confined space, or conditions reasonably likely to give rise to such concentrations, (ii) asbestos containing materials, or (iii) any potential hazard that would not be obvious to an individual entering the work location or detectable using work practices standard in the industry.
- 32.6 For the purposes of this agreement, "Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposal, or other movement into (i) the work location, or (ii) other environmental media, including but not limited to, the air, ground or surface water, or soil.

33. FORCE MAJEURE

- 33.1 No Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including 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, equipment failures, cable cuts, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts 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 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 its reasonable 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.

34. TAXES

- 34.1 Each Party purchasing Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services under this Agreement shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees, or surcharges (hereinafter "Tax") imposed on, or with respect to, the Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services under this Agreement provided by or to such Party, except for (a) any Tax on either Party's corporate existence, status, or income or (b) any corporate franchise Taxes. Whenever possible, Taxes shall be billed as a separate item on the invoice.
- 34.2 Intentionally Omitted
- 34.3 With respect to any purchase of Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services under this Agreement if any Tax is required or permitted by Applicable Law to be collected from the purchasing Party by the providing Party, then: (i) the providing Party shall bill the purchasing Party for such Tax; (ii) the purchasing Party shall remit such Tax to the providing Party; and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. Failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate taxing authority prior to the time: (i) it bills the purchasing Party for such Tax, or (ii) it collects the Tax from the purchasing Party. Notwithstanding anything in this

- Agreement to the contrary, the purchasing Party shall be liable for and the providing Party may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.
- 34.4 With respect to any purchase hereunder of Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services under this Agreement that are resold to a third party, if any Tax is imposed by Applicable Law on the End User in connection with any such purchase, then: (i) the purchasing Party shall be required to impose and/or collect such Tax from the End User; and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.
- 34.5 If the providing Party fails to bill or to collect any Tax as required herein, then, as between the providing Party and the purchasing Party: (i) the purchasing Party shall remain liable for such uncollected Tax; and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any Taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.
- 34.6 If the purchasing Party fails to impose and/or collect any Tax from End Users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from End Users, the purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.
- 34.7 If either Party is audited by a taxing authority or other Governmental Authority, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 34.8 To the extent a sale is claimed to be for resale and thus subject to tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any period prior to the date that the purchasing Party presents a valid certificate. If Applicable Law excludes or exempts a purchase of Interconnection, functions, facilities, products and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the Applicable Law that both allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, loss, cost or expense with respect to forbearing to collect such Tax.
- 34.9 With respect to any Tax or Tax controversy covered by this Section 34, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to Applicable Law and at its own expense, any Tax that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.

34.10 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 34 shall be sent in accordance with Section 19 hereof.

35. NON-WAIVER

35.1 Except as otherwise specified in this Agreement, no waiver of any provision of this Agreement and no consent to any default under this Agreement shall be effective unless the same is in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege. No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

36. NETWORK MAINTENANCE AND MANAGEMENT

36.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (for example, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, escalation processes, etc.) to achieve this desired result.

36.2 Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center.

36.3 Each Party maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.

36.4 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 shall not be used to circumvent normal trunk servicing. Expansive controls shall be used only when mutually agreed to by the Parties.

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

36.6 Neither Party shall use any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with or impairs service over any facilities of AT&T-NORTH CAROLINA, its affiliated companies or other connecting telecommunications carriers, prevents any carrier from using its Telecommunications Service, impairs the quality or the privacy of Telecommunications Service to other carriers or to either Party's End Users, causes hazards to either Party's personnel or the public, damage to either Party's or any connecting carrier's facilities or equipment, including any malfunction of ordering or billing systems or equipment. Upon such occurrence either Party may discontinue or refuse service, but only for so long as the other Party is violating this provision. Upon any such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.

37. SIGNALING

37.1 AT&T-NORTH CAROLINA will provide SS7 signaling pursuant to its applicable access tariff.

38. CUSTOMER INQUIRIES

38.1 Except as otherwise required by Section 26.1, each Party will refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.

38.2 Except as otherwise required by Section 26.1, each Party will ensure that all of its representatives who receive inquiries regarding the other Party's services:

38.2.1 Provide the number described in Section 38.1 to callers who inquire about the other Party's services or products; and

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

38.3 Except as otherwise provided in this Agreement, CLEC shall be the primary point of contact for CLEC's End Users with respect to the services CLEC provides such End Users.

38.4 Intentionally Omitted.

39. EXPENSES

39.1 Except as expressly set forth in this Agreement, each Party will be solely responsible for its own expenses involved in all activities related to the matters covered by this Agreement.

39.2 Intentionally Omitted.

40. CONFLICT OF INTEREST

40.1 The Parties represent that no employee or agent of either Party has been or will be employed, retained, paid a fee, or otherwise received or will receive any personal compensation or consideration from the other Party, or any of the other Party's employees or agents in connection with the negotiation of this Agreement or any associated documents.

41. SURVIVAL

41.1 The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to continue beyond the termination or expiration of this Agreement: Section 7.2, Section 7.3, Section 7.3.1, Section 7.4; Section 7.6, Section 9.3; Section 10.1; Section 10.4; Section 10.5; Section 10.6; Section 10.7; Section 10.8; Section 12, Section 13; Section 15; Section 16; Section 17; Section 18.1; Section 20; Section 21; Section 22; Section 24; Section 27.4; Section 28.1.3; Section 34; Section 35 and Section 43.

42. SCOPE OF AGREEMENT

42.1 This Agreement is intended to describe and enable specific Interconnection and compensation arrangements between the Parties. This Agreement is the arrangement under which the Parties may purchase from each other the products and services described in Section 251 of the Act and obtain approval of such arrangement under Section 252 of the Act. Except as agreed upon in writing, neither Party shall be required to provide the other Party a function, facility, product, service or arrangement described in the Act that is not expressly provided herein.

42.2 Except as specifically contained herein or provided by the FCC or any Commission within its lawful jurisdiction, nothing in this Agreement shall be deemed to affect any access charge arrangement.

43. AMENDMENTS AND MODIFICATIONS

- 43.1 Except as otherwise provided for in this Agreement, no provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties. The rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the appropriate Commissions; and such amendment will not require refunds, true-up or retroactive crediting or debiting prior to the approval of the Amendment. AT&T-NORTH CAROLINA and CLEC shall each be responsible for its share of the publication expense (i.e., filing fees, delivery and reproduction expense, and newspaper notification fees), to the extent publication is required for filing of an amendment by a specific state.
- 43.2 Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

44. APPENDICES INCORPORATED BY REFERENCE

- 44.1 ACCESS TO RIGHTS-OF-WAY -- SECTION 251(b)(4)
- 44.1.1 AT&T-NORTH CAROLINA shall provide to CLEC access to Poles, Conduits and Rights of Ways pursuant to the applicable Appendix Structure Access, which is attached hereto and incorporated herein by reference.
- 44.2 COLLOCATION -- SECTION 251(c)(6)
- 44.2.1 Collocation will be provided pursuant to the applicable Appendix Collocation, which is/are attached hereto and incorporated herein by reference.
- 44.3 DIALING PARITY -- SECTION 251(b)(3)
- 44.3.1 The Parties shall provide Local Dialing Parity to each other as required under Section 251(b)(3) of the Act.
- 44.3.2 AT&T-NORTH CAROLINA shall provide IntraLATA Dialing Parity in accordance with Section 271(e)(2) of the Act.
- 44.4 INTERCONNECTION PURSUANT TO SECTION 251(c)(2)(A),(B),(C); 47 CFR § 51.305(a)(1)
- 44.4.1 AT&T-NORTH CAROLINA shall provide to CLEC Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic pursuant to the applicable Appendix ITR, which is/are attached hereto and incorporated herein by reference. Methods for Interconnection and Physical Architecture shall be as defined in the applicable Appendix NIM, which is/are attached hereto and incorporated herein by reference.
- 44.5 LOCAL NUMBER PORTABILITY -- SECTION 251(b)(2)
- 44.5.1 The Parties shall provide to each other Permanent Number Portability (PNP) on a reciprocal basis as outlined in the applicable Appendix Number Portability, which is/are attached hereto and incorporated herein by reference.
- 44.6 OTHER SERVICES
- 44.6.1 911 and E911 Services
- 44.6.1.1 The Parties will make nondiscriminatory access to 911 and E911 services available under the terms and conditions of the applicable Appendix 911 and Appendix 911 NIM, which is/are attached hereto and incorporated herein by reference.
- 44.6.1.2 Intentionally Omitted.

44.6.2 Directory Assistance (DA)

44.6.2.1 AT&T-NORTH CAROLINA will provide nondiscriminatory access to Directory Assistance services under the terms and conditions identified in the applicable Appendix DA, which is/are attached hereto and incorporated herein by reference.

44.6.3 Intentionally Omitted.

44.6.4 Operator Services (OS)

44.6.4.1 AT&T-NORTH CAROLINA shall provide nondiscriminatory access to Operator Services under the terms and conditions identified in the applicable Appendix OS, which is/are attached hereto and incorporated herein by reference.

44.6.5 Publishing and Directory

43.6.5.1 AT&T-NORTH CAROLINA will make nondiscriminatory access to Publishing and Directory service available under the terms and conditions of the applicable Appendix White Pages, which is/are attached hereto and incorporated herein by reference.

44.6.6 Resale--Sections 251(b)(1)

43.6.6.1 AT&T-NORTH CAROLINA shall provide to CLEC Telecommunications Services for resale at wholesale rates pursuant to the applicable Appendix Resale, which is/are attached hereto and incorporated herein by reference.

44.6.7 Transmission and Routing of Switched Access Traffic Pursuant to 251(c)(2)

44.6.7.1 AT&T-NORTH CAROLINA shall provide to CLEC certain trunk groups (Third Party Trunks) under certain parameters pursuant to the applicable Appendix ITR, which is/are attached hereto and incorporated herein by reference.

44.6.8 Transmission and Routing of Telephone Exchange Service Traffic Pursuant to Section 251(c)(2)(D); 252(d)(1) and (2); 47 CFR § 51.305(a)(5)

44.6.8.1 The applicable Appendix Intercarrier Compensation, which is/are attached hereto and incorporated herein by reference, prescribe traffic routing parameters for Local Interconnection Trunk Group(s) the Parties shall establish over the Interconnections specified in the applicable Appendix ITR, which is/are attached hereto and incorporated herein by reference.

44.6.9 Lawful Unbundled Network Elements -- Sections 251(c)(3)

44.6.9.1 Pursuant to the applicable Appendix Lawful UNEs, which is/are attached hereto and incorporated herein by reference, AT&T-NORTH CAROLINA will provide CLEC access to Lawful UNEs for the provision of Telecommunications Service as required by Sections 251 and 252 of the Act and in the Appendices hereto CLEC agrees to provide access to its Network Elements to AT&T-NORTH CAROLINA under the same terms, conditions and prices contained herein and in the applicable Appendices hereto.

45. **AUTHORITY**

45.1 AT&T-NORTH CAROLINA represents and warrants that it is a corporation or limited partnership duly organized, validly existing and in good standing under the laws of its state of incorporation or formation. AT&T-NORTH CAROLINA represents and warrants that AT&T Operations, Inc. has full power and authority to execute and deliver this Agreement as agent for AT&T-NORTH CAROLINA. AT&T-NORTH CAROLINA represents and warrants that it has full power and authority to perform its obligations hereunder.

45.2 CLEC represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. CLEC represents and warrants that it

has been or will be certified as a LEC by the Commission(s) prior to submitting any orders hereunder and is or will be authorized to provide the Telecommunications Services contemplated hereunder in the territory contemplated hereunder prior to submission of orders for such Service.

45.3 Each Person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

46. COUNTERPARTS

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

47. ENTIRE AGREEMENT

47.1 AT&T-NORTH CAROLINA

47.1.1 The terms contained in this Agreement and any Appendices, Attachments, Exhibits, Schedules, and Addenda constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written between the Parties during the negotiations of this Agreement and through the execution and/or Effective Date of this Agreement. This Agreement shall not operate as or constitute a novation of any agreement or contract between the Parties that predates the execution and/or Effective Date of this Agreement.

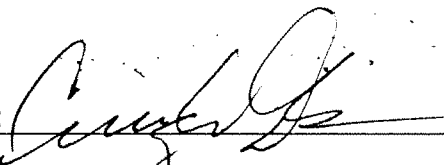
Signatures

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

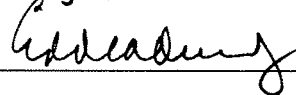
Intrado Communications Inc.

BellSouth Communications, Inc. d/b/a AT&T North Carolina by AT&T Operations, Inc., its authorized agent

By:



By:



Name: Craig W. Donaldson

Name: Eddie A. Reed, Jr.

Title: Sr.VP, Regulatory & Gov. Affairs, Regulatory Counsel

Title: Director-Interconnection Agreements

Date: November 12, 2009

Date: 11-18-09

APPENDIX ORDER COORDINATION (OC)

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APPENDIX ORDER COORDINATION (OC)

1. INTRODUCTION

This Appendix sets forth terms and conditions for Order Coordination (OC) and Order Coordination-Time Specific (OC-TS) provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) in North Carolina and CLEC.

- 1.1 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications Inc. d/b/a AT&T-ALABAMA, d/b/a AT&T-FLORIDA, d/b/a AT&T-GEORGIA, d/b/a AT&T-KENTUCKY, d/b/a AT&T-LOUISIANA, d/b/a AT&T-MISSISSIPPI, d/b/a AT&T-NORTH CAROLINA, d/b/a AT&T-SOUTH CAROLINA and d/b/a AT&T-TENNESSEE, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, 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.
- 1.2 Intentionally Omitted.
- 1.3 Intentionally Omitted.
- 1.4 Intentionally Omitted.
- 1.5 Intentionally Omitted.
- 1.6 **AT&T-NORTH CAROLINA** - As used herein, **AT&T-NORTH CAROLINA** means BellSouth Telecommunications Inc. d/b/a AT&T North Carolina, the applicable AT&T-owned ILEC doing business in North Carolina.
- 1.7 Intentionally Omitted.
- 1.8 "**Conversion of Service**" is defined as the matching of the disconnect of one telecommunications product or service with the installation of another telecommunications product or service.
- 1.9 "**Designated Installation**" is defined as an installation of service occurring at a specific time of day as specified by CLEC.

2. OC SERVICE DESCRIPTION

- 2.1 Order Coordination (OC) service is an optional manual service offering that permits CLEC to request a Designated Installation and/or Conversion of Service during, or after, normal business hours.
- 2.2 OC allows the Parties to coordinate the installation of the SL2 Loops, Unbundled Digital Loops and other Loops where OC may be purchased as an option, to CLEC's facilities in order to limit the time an End User may be without service. OC is available when the Loop is provisioned over an existing circuit that is currently providing service to the End User. OC for physical conversions will be scheduled at **AT&T-NORTH CAROLINA**'s discretion during normal working hours on the committed due date.
- 2.3 CLEC will initiate the beginning of an OC by contacting the appropriate coordination center. This special request enables CLEC to schedule and coordinate particular provisioning requirements with **AT&T-NORTH CAROLINA**.
- 2.4 **AT&T-NORTH CAROLINA** may limit the number of service orders that can be coordinated based on workload and resources available. **AT&T-NORTH CAROLINA** shall approve OC requests on a non-discriminatory basis, by requesting carrier, and on a first come, first served basis.
- 2.5 **AT&T-NORTH CAROLINA** reserves the right to suspend the availability of OC service during unanticipated heavy workload/activity periods. Heavy workload includes any unanticipated volume of work that impacts

AT&T-NORTH CAROLINA's ability to provide its baseline service. Where time permits, AT&T-NORTH CAROLINA will make every effort to notify CLEC when such unanticipated activities occur.

3. CHC PRICING

- 3.1 OC is a time sensitive labor operation. Total charges are determined by a number of factors including the volume of lines, day of the week, and the time of day requested for the cut over.
- 3.2 When CLEC orders OC service, AT&T-NORTH CAROLINA shall charge and CLEC agrees to pay for OC service at the "additional labor" or "Time and Material" rates set forth in the Pricing Schedule.
- 3.3 In the event AT&T-NORTH CAROLINA fails to meet an OC service commitment for reasons within the control of AT&T-NORTH CAROLINA, AT&T-NORTH CAROLINA will not charge CLEC an OC service charge. However, in the event AT&T-NORTH CAROLINA misses an OC service commitment due to CLEC, its agent or End User reasons, the OC service charge will still apply. For example, if CLEC requests any change to an order with OC service including, but not limited to, AT&T-NORTH CAROLINA's inability to gain access to CLEC's End User's premises, or CLEC/End User is not ready to proceed with the order, the OC service charge will apply and AT&T-NORTH CAROLINA is no longer obligated to ensure an OC for that order.

4. ORDER COORDINATION-TIME SPECIFIC (OC-TS)

- 4.1 OC-TS is a chargeable option for all Loops except Unbundled Copper Loops (UCL) and is billed in addition to the OC charge. CLEC may specify a time between 9:00 a.m. and 4:00 p.m. (local time) Monday through Friday, excluding AT&T-NORTH CAROLINA's holidays. If CLEC specifies a time outside this window, or selects a time or quantity of loops that requires AT&T-NORTH CAROLINA technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied based on the amount of overtime worked and in accordance with the rates set forth in the Pricing Schedule. The OC-TS charges for an order due on the same day at the same location will be applied on a per LSR basis.

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1.0 Introduction

- 1.1 This Attachment sets forth the terms and conditions pursuant to which the applicable AT&T-owned Incumbent Local Exchange Carrier (ILEC) will provide Physical and Virtual Collocation pursuant to 47 U.S.C. § 251(c)(6). AT&T-NORTH CAROLINA will provide Collocation arrangements at the rates, terms and conditions set forth herein. Collocation is available to CLEC 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-NORTH CAROLINA's 251(c)(3) Unbundled Network Elements (UNEs) for the purpose of providing Telecommunications Service pursuant to 47 U.S.C. § 251(c)(3) of the Act and effective FCC rules and associated and effective FCC and judicial orders.
- 1.2 Unless otherwise specified, the terms and conditions in this Attachment apply to both Virtual and Physical Collocation Arrangements. This Attachment provides for the placing of certain Collocator Telecommunications Equipment and facilities on AT&T-NORTH CAROLINA property for the purposes set forth in Section 1.1.
- 1.3 The terms and conditions expressly set forth in this Attachment shall control in the event of an irreconcilable conflict with any of the following: the Terms and Conditions of the Interconnection Agreement between the Collocator and AT&T-NORTH CAROLINA and all appendices and/or other Attachments, the Collocation Services Handbook, AT&T-NORTH CAROLINA's standards and requirements for equipment and facility installations, documentation on the AT&T CLEC Online website as it may change from time to time, or AT&T-NORTH CAROLINA's TP-76300 which can be found on the AT&T CLEC Online website. References to "this Agreement" herein include the General Terms and Conditions and the other Attachments which comprise Collocator's Interconnection Agreement.
- 1.4 Unless otherwise specified, intervals and processes are described online in the Collocation Services Handbook and/or the appropriate Technical Publication (TP) found on AT&T CLEC Online website.
- 1.5 The rates, terms and conditions contained within this Attachment shall only apply when Collocator is physically or virtually collocated as a sole occupant or as a Host within an AT&T-NORTH CAROLINA Premises pursuant to this Attachment.
- 1.6 This Attachment is only applicable to AT&T-NORTH CAROLINA Premises owned or controlled by AT&T-NORTH CAROLINA.
- 1.7 Scope:
- 1.7.1 The Parties intend that this Attachment contain the sole and exclusive terms and conditions by which CLEC will obtain Collocation from AT&T-NORTH CAROLINA pursuant to 47 U.S.C. § 251(c)(6), except to the extent CLEC may also have a Microwave Entrance Facility Collocation Attachment.
- 1.7.2 AT&T-NORTH CAROLINA will process any order for 251(c)(6) Collocation submitted by Collocator in accordance with this Attachment.
- 1.7.3 The Collocation terms and conditions within this Attachment are contingent upon Collocator doing its own work through the use of an AT&T-NORTH CAROLINA Approved Installation Supplier (AIS).
- 1.7.4 Physical Collocation provides actual space (hereinafter referred to as Dedicated Space) within AT&T-NORTH CAROLINA Eligible Structures as defined in Section 2 below. The Physical Collocator will lease the Dedicated Space from AT&T-NORTH CAROLINA and install its own Telecommunications Equipment within the Dedicated Space that is necessary for the purposes set forth in Section 1.1 above.
- 1.7.5 The Physical Collocator will provision, install and maintain its Collocation arrangement using the applicable AT&T-NORTH CAROLINA AIS. When space is Legitimately Exhausted inside an Eligible Structure, AT&T-NORTH CAROLINA will permit Collocation in Adjacent On-Site Structures located on AT&T-NORTH CAROLINA's property in accordance with this Attachment.
- 1.7.6 Virtual Collocation is separate and distinct from Physical Collocation. Virtually collocated Telecommunications Equipment is purchased by the Collocator and is engineered and installed by an AT&T-NORTH CAROLINA AIS Tier 1. The Collocator's vendor is paid directly by the Collocator. Virtual Collocated equipment is maintained by AT&T-NORTH CAROLINA at the direction of the Collocator.
- 1.8 Billing Conversions:

- 1.8.1 Billing Conversions on previously provided Collocation under tariff will apply to all monthly recurring charges (MRCs) contained in the Collocation section of the Pricing Schedule attached. AT&T-NORTH CAROLINA will initiate all orders for such Billing Conversion and no non-recurring charges (NRCs) shall apply to CLEC for Billing Conversion orders.
- 1.8.2 Prospective Effect:
- 1.8.2.1 Any Billing Conversions made pursuant to this Section shall be effective on a prospective basis only for recurring charges. The rates implemented via this 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 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. In the event that any order for any 251(c)(6) Collocation submitted by Collocator is pending as of the Effective Date of the Agreement, any NRCs 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 MRCs arising out of such order shall be subject to the rates set forth in this Agreement from the Effective Date forward.

2.0 Definitions

- 2.1 "Adjacent Structure" means when a Physical Collocator provided structure is placed on AT&T-NORTH CAROLINA property (Adjacent On-site) adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent adjacent space is available and Technically Feasible to use for this purpose.
- 2.2 "AT&T-NORTH CAROLINA Premises" means all buildings falling under the FCC's definition of "premises", including AT&T-NORTH CAROLINA ILEC Central Offices (COs) and Remote Terminals.
- 2.3 "Augment" means a request from a Collocator to add or modify space, equipment, and/or cable to an existing Collocation arrangement.
- 2.4 "Billing Conversions" means that any 251(c)(6) Collocation previously provided under tariff to CLEC, prior to the Effective Date of this Agreement, will be subject to the pricing contained within this Agreement upon the Effective Date of this Agreement.
- 2.5 "Cable Records Charges" in AT&T-NORTH CAROLINA only: means the applicable charges for work activities required to build or remove existing cable records assigned to Collocators in AT&T-NORTH CAROLINA's database systems. The applicable rates and charges are shown in the Pricing Schedule.
- 2.6 "Circuit Facility Assignments (CFAs)" means the information provided to show the point of Interconnection between the Collocator and AT&T-NORTH CAROLINA.
- 2.7 "Collocator" is the CLEC who places Telecommunications Equipment on AT&T-NORTH CAROLINA's Premises, within designated Collocation areas, for the sole purpose of Interconnecting with AT&T-NORTH CAROLINA and/or accessing AT&T-NORTH CAROLINA's 251(c)(3) UNEs for the purpose described in this Attachment.
- 2.7.1 A "Physical Collocator" is a CLEC that has a Physical Collocation arrangement on AT&T-NORTH CAROLINA Premise.
- 2.7.2 A "Virtual Collocator" is a CLEC that has a Virtual Collocation arrangement on AT&T-NORTH CAROLINA Premise.
- 2.8 "Collo-to-Collo" (Also known as "Direct Connection" or "Direct Connect"), means the 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 same Eligible Structure.
- 2.9 "Cross-Connect" means 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).
- 2.10 "Custom Work Charge" (Also known as special construction), means the charge(s) developed on an ICB basis, solely to meet the construction requirements of the Collocator.

- 2.11 "Day" means, for purposes of application and/or installation intervals, calendar days unless otherwise specified. However, for any time period equal to or less than five (5) days, day denotes Business Day as defined in the General Terms and Conditions (GT&C) of this Agreement.
- 2.12 "Delivery Date" (Also known as Space Ready Date) means the date on which AT&T-NORTH CAROLINA turns the functional Collocation space over to the requesting Collocator. The space is functional when AT&T-NORTH CAROLINA has completed all work, as required by the Collocator's accurate and complete Application, and is not dependent on when or whether the Collocator has completed its work.
- 2.13 "Dedicated Space" means the space assigned for the Collocator's Physical Collocation arrangement located in AT&T-NORTH CAROLINA Eligible Structure.
- 2.14 "Effective Billing Date" means the date AT&T-NORTH CAROLINA completed its work as required by the Collocator's accurate and complete application and made the Collocation space available to the Collocator, regardless of any failure by the Collocator to complete its work.
- 2.15 "Efficiently Used" 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-NORTH CAROLINA's network for the transmission and routing of Telephone Exchange Service or Exchange Access and/or means the Collocator is using between sixty (60) and one hundred percent (100%) of the Collocator's existing Collocation space arrangement in a particular Eligible Structure.
- 2.16 "Eligible Structure" means AT&T-NORTH CAROLINA's Central Office (CO) and Serving Wire Centers, as well as, all buildings or similar structures owned or controlled by AT&T-NORTH CAROLINA that house its network facilities, and all structures that house AT&T-NORTH CAROLINA's facilities on public Rights-of-Way (ROW) as ROW is defined in Attachment 03 - Structure Access.
- 2.17 "Extraordinary Charges" means 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-NORTH CAROLINA incurs to meet the specific request of an individual Collocator and will not typically benefit either other CLECs or AT&T-NORTH CAROLINA.
- 2.18 "Guest-Host" (Also known as Sub-leased) means when a Collocator allows other Telecommunications Carriers to share Collocator's caged Collocation arrangement, pursuant to the terms and conditions agreed to by Collocator (Host) and the other Telecommunications Carriers (Guests).
- 2.19 "Individual Case Basis (ICB)" means the charges based on requests from a Collocator, that are beyond the terms, conditions, and rates established in this Attachment.
- 2.20 "Infrastructure Systems" means 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.
- 2.21 "AT&T-NORTH CAROLINA Approved Installation Supplier (AT&T-NORTH CAROLINA AIS)" means the suppliers that are approved to perform CO installation work for AT&T-NORTH CAROLINA and for Collocators in AT&T-NORTH CAROLINA Eligible Structures.
- 2.21.1 Approved CO Installation Suppliers Tier 1 (AT&T-NORTH CAROLINA AIS Tier 1) - These suppliers are approved by AT&T-NORTH CAROLINA to perform CO installation work for AT&T-NORTH CAROLINA and for Virtual Collocators in AT&T-NORTH CAROLINA CO in all Collocation areas and common areas in the technologies and geographical locations for which they are approved by the AT&T-NORTH CAROLINA per the letter codes listed in a table on the Tier 1 list on the AT&T CLEC Online website.
- 2.21.2 AT&T-NORTH CAROLINA Collocation Approved Installation Suppliers Tier 2 (AT&T-NORTH CAROLINA AIS Tier 2) - These suppliers have been approved to perform collocation installation work for Physical Collocators in the Caged Collocation area and in the "footprint of the bay" in the cageless (Physical) Collocation area within the CO. This category of approval does not include access to common areas, installation of cabling outside of the cage or footprint, Virtual Collocation areas, or the Main Distribution Frame (MDF).
- 2.22 "Interconnector's Collocation Services Handbook for Physical or Virtual Collocation" 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 AT&T-NORTH CAROLINA's CO. This document is located on the AT&T CLEC Online Web-site and is amended from time to time.

- 2.23 "Legitimately Exhausted" means when all Unused Space (as defined below) in a CO or other Eligible Structure that can be used to locate Telecommunications Equipment via Physical Collocation is completely occupied.
- 2.24 "Other Collocation Space" means the space within the CO that can be designated for Physical Collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other Collocation Space is applicable to space within the CO only; other Eligible Structures such as CEVs, huts, and vaults are considered "Active" Collocation Space.
- 2.25 "Physical Collocation" means space that is provided by AT&T-NORTH CAROLINA to Collocator for the purpose of interconnecting to AT&T-NORTH CAROLINA's network for the transmission and routing of Telephone Exchange Service or Exchange Access, or both pursuant to 47 U.S.C. §251(c)(2), or for obtaining access to AT&T-NORTH CAROLINA UNEs ("UNEs") for provision of a Telecommunications Service pursuant to 47 U.S.C. §251(c)(3) of the Act.
- 2.26 "Remote Terminals (RT)" means the Controlled Environmental Vaults (CEV's), Huts, Terminals and Cabinets and other AT&T-NORTH CAROLINA owned or controlled premises containing AT&T-NORTH CAROLINA network facilities where adequate space is available and Collocation is Technically Feasible.
- 2.27 "Shared Caged Collocation" means when two (2) or more Physical Collocators may initially apply at the same time to share a caged Collocation arrangement. Applicable rates and charges are shown in the Pricing Schedule.
- 2.28 "Technical Publications (TPs)" means the documents used for installation requirements, which can include network equipment, power, grounding, environmental, and physical design requirements. These documents can be found on AT&T CLEC Online website.
- 2.29 "Technically Feasible" means that 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 ILEC in the country.
- 2.30 "Telecommunications Infrastructure Space" means 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 under section 251(c)(2) with AT&T-NORTH CAROLINA's network or access to 251(c)(3) UNEs of AT&T-NORTH CAROLINA's network.
- 2.31 "Unused Space" means any space (i) existing in AT&T-NORTH CAROLINA's Eligible Structures at the time of a Collocation request, (ii) that is not subject to a valid space reservation by AT&T-NORTH CAROLINA or any Third Party, (iii) that is not occupied by AT&T-NORTH CAROLINA'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-NORTH CAROLINA'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-NORTH CAROLINA'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-NORTH CAROLINA's warranty on proximate.
- 2.32 "Virtual Collocation" is provided for the purpose of interconnecting to AT&T-NORTH CAROLINA for the transmission and routing of Telephone Exchange Service or Exchange Access, or both, pursuant to 47 U.S.C. §251(c)(2), or for obtaining access to AT&T-NORTH CAROLINA's 251(c)(3) UNEs for the provision of a Telecommunications Service, pursuant to 47 U.S.C. §251(c)(3) of the Act when the virtually collocated Telecommunications Equipment is provided by the Collocator. Virtual Collocation is separate and distinct from Physical Collocation. Virtually collocated Telecommunications Equipment is purchased by the Collocator and is engineered and installed by an AT&T-NORTH CAROLINA AIS Tier 1. The Collocator's vendor is paid directly by the Collocator. Virtual Collocated equipment is maintained by AT&T-NORTH CAROLINA at the direction of the Collocator.

3.0 GENERAL

3.1 Certification:

3.1.1 The Collocator requesting Collocation is responsible for obtaining any necessary certifications or approvals from the Commission prior to provisioning of Telecommunications Service by using the Collocation space. AT&T-NORTH CAROLINA 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 Collocation arrangements in Eligible Structures as defined in Section 2 of this Attachment. AT&T-NORTH CAROLINA allocates the charges for space preparation and security charges on a prorated basis so the first Collocator 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. Rates and charges can be found in the Pricing Schedule.

3.3 Any business telephone services ordered by the Physical Collocator for its administrative use within its Dedicated Space will be provided in accordance with applicable AT&T-NORTH CAROLINA retail services.

3.4 Hazardous Waste and Materials:

3.4.1 The Collocator and its AT&T-NORTH CAROLINA AIS and/or vendors, shall adhere to all federal, state and local regulations regarding hazardous material/waste. In addition, the AT&T-NORTH CAROLINA AIS shall adhere to all AT&T-NORTH CAROLINA requirements and shall coordinate with the AT&T-NORTH CAROLINA representative before any activity relating to hazardous material/waste is started. Refer to the Interconnector's Collocation Services Handbook for Physical and Virtual Collocation, which may be accessed on the AT&T CLEC Online website.

3.5 Safety:

3.5.1 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-NORTH CAROLINA or other Telecommunications Carriers. The Collocator shall immediately report to the AT&T-NORTH CAROLINA CO 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-NORTH CAROLINA premises or any OSHA inspection or citations issued to the Collocator while on AT&T-NORTH CAROLINA premises. Refer to Interconnector's Guide(s) for Physical Collocation for further details.

3.6 Americans with Disability Act (ADA):

3.6.1 The rates and charges in this Attachment do not include costs for any ADA construction generated or caused by the Collocation space request. If required, ADA construction will be provided on an ICB.

3.6.2 If AT&T-NORTH CAROLINA is required to upgrade an Eligible Structure, or portion of the structure to comply with the ADA which arises as a direct result of Collocator's Collocation arrangement, AT&T-NORTH CAROLINA 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.

3.7 Dispute Resolution – Except as otherwise provided herein, all Dispute Resolutions will be governed by the GT&C's of this Agreement.

3.8 Billing – Except as otherwise provided herein, Billing will be governed by the GT&C's of this Agreement.

3.9 AT&T-NORTH CAROLINA will provide a Telephone Inventory Record Keeping System (TIRKS) and/or SWITCH print-out of Circuit Facilities Assignment (CFA) to the CLEC at Collocation space turnover. The CLEC is responsible for payment of all non-recurring charges, where applicable, prior to receiving CFA information.

3.10 Parking at Eligible Structures will be provided on a first-come, first-served basis. Collocator may not park in spaces that are reserved for AT&T-NORTH CAROLINA vehicles and which are designated as reserved.

3.11 Collocator shall be allowed to have reasonable use of and access to loading docks.

- 3.12 Contact Numbers:
- 3.12.1 AT&T-NORTH CAROLINA is responsible for providing the Collocator personnel a contact number for AT&T-NORTH CAROLINA personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week as defined in AT&T-NORTH CAROLINA's Interconnector's Collocation Services Handbook.
- 3.12.2 The Collocator is responsible for providing to AT&T-NORTH CAROLINA personnel a contact number for Collocator personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week to AT&T-NORTH CAROLINA. 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.
- 3.12.3 The Physical Collocator is responsible for the posting and/or updating signage on the inside of its Dedicated Space that contains their emergency contact information.
- 3.13 Right-to-Use; Multiple Dedicated Spaces:
- 3.13.1 In accordance with this Attachment, AT&T-NORTH CAROLINA 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.
- 3.14 Trouble Status Reports:
- 3.14.1 AT&T-NORTH CAROLINA and the Collocator are responsible for making best efforts to provide prompt notification to each other of significant outages or operations problems which could impact or degrade AT&T-NORTH CAROLINA or the Collocator's network, switches or services, with an estimated clearing time to restore service. When trouble has been identified within the Collocator's network, the Collocator is responsible for providing trouble status reports when requested by AT&T-NORTH CAROLINA.
- 3.15 Service Coordination:
- 3.15.1 Collocator is responsible for coordinating with its AT&T-NORTH CAROLINA AIS to ensure that the Collocator's approved requests are installed in accordance with their Collocation Applications.
- 3.16 Access to the MDF:
- 3.16.1 AT&T-NORTH CAROLINA will not provide Collocator's personnel with direct access to AT&T-NORTH CAROLINA's MDF, with the exception of the Collocator's hired AT&T-NORTH CAROLINA's AIS Tier 1.
- 3.17 Equipment List:
- 3.17.1 A list of all the equipment and facilities, including the associated power requirements, floor loading, and heat release of each piece of equipment ("Equipment List"), that the Collocator will place within its Dedicated Space, or request to be placed in Virtual Collocation Space, must be included on the application for which the Dedicated Space or Virtual Collocation is prepared. The Collocator's equipment and facilities shall be compliant with the standards set out in Section 3.18.1, Minimum Standards, following and meet the requirements for "necessary equipment." The Collocator warrants and represents that the Equipment 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 Equipment List without the express written consent of AT&T-NORTH CAROLINA, which consent shall not be unreasonably withheld.
- 3.17.2 AT&T-NORTH CAROLINA posts the list of Safety compliant equipment on the "All Equipment List (AEL)" for the Collocator's reference on AT&T CLEC Online website. When the Collocator's equipment is not listed on the approved AEL the equipment will be reviewed for safety by AT&T-NORTH CAROLINA and written approval or denial of the equipment will be forwarded to the Collocator. The AEL list is available to Collocators via the AT&T CLEC Online website. Inclusion of the equipment on the AEL does not mean that it meets the requirements of "necessary equipment," and thus does not mean that the equipment may be collocated.
- 3.17.3 Subsequent Requests to Place Equipment:
- 3.17.3.1 The Collocator shall furnish to AT&T-NORTH CAROLINA a written list in the form of an attachment to the original Equipment List for the subsequent placement of equipment in its Dedicated or Virtual Collocation Space. When the Collocator's equipment is not listed in the approved All Equipment List (AEL) the equipment will be reviewed by AT&T-NORTH

CAROLINA and written approval or denial of the equipment will be forwarded to the Collocator. The additional equipment will also be reviewed as to whether it is "necessary equipment." Only if the equipment passes both reviews may it be collocated.

3.18 Minimum Standards:

- 3.18.1 Any network equipment placed in AT&T-NORTH CAROLINA network equipment areas of Eligible Structures by AT&T-NORTH CAROLINA or Collocator must meet AT&T-NORTH CAROLINA 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 TP- 76200, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation. Safe operation is demonstrated by the equipment having been installed in any ILEC Eligible Structure (including AT&T-NORTH CAROLINA) prior to January 1, 1998 with no known history of safety problems. When engineering and installing equipment, the Collocator will be expected to conform to the same accepted procedures and standards utilized by AT&T-NORTH CAROLINA and its contractors.
- 3.18.2 At an RT all Collocator equipment installation shall comply with AT&T-NORTH CAROLINA TP-76416, "Grounding and Bonding Requirements for Network Facilities" as found on AT&T CLEC Online Website. Metallic cable sheaths and metallic strength members of optical fiber cables, as well as, the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid-state protector unit (over-voltage protection only), which has been listed by a nationally recognized testing laboratory.
- 3.18.3 In the event that AT&T-NORTH CAROLINA denied Collocation of Collocator's equipment citing safety standards, AT&T-NORTH CAROLINA will provide a list of AT&T-NORTH CAROLINA telecommunications equipment which AT&T-NORTH CAROLINA locates within the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such AT&T-NORTH CAROLINA equipment met or exceeded the same safety standards for which Collocator's equipment was denied for not meeting that standard. This aforementioned list will be provided within (5) Business Days of Collocator's written request.
- 3.18.4 In the event AT&T-NORTH CAROLINA believes that collocated equipment is not necessary for interconnection or access to 251(c)(3) UNEs or determines that the Collocator's equipment does not meet the minimum safety standards, the Collocator must not collocate the equipment until the dispute is resolved in the Collocator's 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. 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.
- 3.18.5 Collocation equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T-NORTH CAROLINA 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 Collocation space shall not create hazards for or cause damage to those facilities, the Collocation space, or the Eligible Structure in which the Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the 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. Any and all disputes shall be governed by the GT&Cs of this Agreement.

3.19 Compliance Certification:

- 3.19.1 Subject to Section 27 of the GT&Cs of this Agreement, the Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

3.20 Re-Entry:

- 3.20.1 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-NORTH CAROLINA's written Notice, or if the Collocator is

declared bankrupt or insolvent or makes an assignment for the benefit of creditors, AT&T-NORTH CAROLINA 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 and dispose of such abandoned equipment. Also, services provided pursuant to this Attachment will be terminated without prejudice to any other remedies.

3.20.2 AT&T-NORTH CAROLINA 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.

3.20.3 Limitations:

3.20.3.1 AT&T-NORTH CAROLINA is not obligated to purchase additional plant or equipment, relinquish occupied space or facilities (unless there is obsolete equipment and Collocator requests it be removed or its removal is ordered by the Commission), to undertake the construction of new building quarters or to construct building additions or substantial improvements to the CO infrastructure of existing quarters in order to satisfy a request for space or the placement of additional equipment or facilities by a Collocator. However, when planning renovations of existing facilities or constructing or leasing new facilities, AT&T-NORTH CAROLINA would take into account projected demand for Collocation of equipment. Subject to space availability and technical feasibility, AT&T-NORTH CAROLINA will ensure that the Collocator is provided Collocation space at least equal in quality to that provided to AT&T-NORTH CAROLINA, its Affiliates or other Parties to which it provides interconnection.

3.21 Dedicated Space Use and Access:

3.21.1 AT&T-NORTH CAROLINA voluntarily allows Collocator via the AT&T-NORTH CAROLINA AIS 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-NORTH CAROLINA and Collocator mutually agree to such placement, in AT&T-NORTH CAROLINA's Premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.

3.21.2 AT&T-NORTH CAROLINA does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.

3.21.3 When the Collocator's 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., Uninterruptible Power System with batteries, or standby engine). AT&T-NORTH CAROLINA will provide the necessary backup power to help protect against power outages.

3.21.4 Consistent with the environment and purpose of the Dedicated Space, the Collocator shall not use the Dedicated Space for office, retail, marketing, or sales purposes. No signage or marking of any kind by the Collocator shall be permitted on the Eligible Structure or on AT&T-NORTH CAROLINA grounds surrounding the Eligible Structure in which the Dedicated Space is located excluding the Emergency contact information that the Collocator is required to place on the inside of its Dedicated Space. Unauthorized use of equipment, supplies or other property by Collocator, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the Collocator, as may be all associated investigative costs.

3.21.5 Physical Collocation: AT&T-NORTH CAROLINA will not delay a Physical Collocator employee's entry into an Eligible Structure containing its collocated equipment or its access to its collocated equipment. AT&T-NORTH CAROLINA will provide the Physical Collocator with reasonable access to restroom facilities and parking. All access is provided subject to compliance by the Collocator's employees and AT&T-NORTH CAROLINA AISs with AT&T-NORTH CAROLINA's policies and practices pertaining to fire, safety and security (e.g. the Collocator must comply with 4.10 below of this Attachment).

3.22 Pre-visits for Physical Collocation Only:

3.22.1 In order to permit reasonable access during construction of the Physical Collocation space, the Physical Collocator may submit a request for its one (1) free accompanied site visit to its designated Physical

Collocation space at any time subsequent to AT&T-NORTH CAROLINA's receipt of the BFFO. In the event the Physical Collocator desires access to its designated Physical Collocation Space after the first accompanied free visit and the Physical Collocator's access request form(s) has not been approved by AT&T-NORTH CAROLINA or the Physical Collocator has not yet submitted an access request form to AT&T-NORTH CAROLINA, the Physical Collocator shall be permitted to access the Physical Collocation space accompanied by a AT&T-NORTH CAROLINA security escort, at the Physical Collocator's expense, which will be assessed pursuant to the Security Escort fees contained in the Pricing Schedule. If any travel expenses are incurred, the Physical Collocator will be charged for the time AT&T-NORTH CAROLINA employees spend traveling per the rates listed in the Pricing Schedule. The Physical Collocator must request that escorted access be provided by AT&T-NORTH CAROLINA to the Physical Collocator's designated Collocation space at a mutually agreed to time. An AT&T-NORTH CAROLINA security escort will be required whenever the Physical Collocator or its approved agent or AT&T-NORTH CAROLINA AIS requires access to the entrance manhole. AT&T-NORTH CAROLINA will wait for one-half (1/2) hour after the scheduled escort time to provide such requested escort service and the Physical Collocator shall pay for such half-hour charges in the event Collocator's employees, approved agent, AT&T-NORTH CAROLINA AIS or Guest(s) fails to show up for the scheduled escort appointment.. Prospective Collocator will not be allowed to take photographs, make copies of AT&T-NORTH CAROLINA site-specific drawings or make any notations.

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

3.22.3 AT&T-NORTH CAROLINA will not accept delivery of nor responsibility for any correspondence and/or equipment delivered to the Physical Collocator at the Eligible Structure. However, through agreement between AT&T-NORTH CAROLINA and the Physical Collocator, a Physical Collocator may make arrangements for receipt and/or securing of its equipment at the Eligible Structure by Physical Collocator's personnel and/or AT&T-NORTH CAROLINA AIS.

3.22.4 Upkeep of Physical Collocation Arrangement:

3.22.4.1 The Physical Collocator shall be responsible for the general upkeep and cleaning of the Physical Collocation Arrangement. The Physical Collocator shall be responsible for removing any of Physical Collocator's debris from the Physical Collocation Arrangement and the surrounding area on each visit.

3.23 Security Cards for Physical Collocation:

3.23.1 The Physical Collocator's employees and AT&T-NORTH CAROLINA AIS shall be permitted access to its collocated equipment seven (7) days a week, twenty-four (24) hours a day without a security escort. The Physical Collocator shall provide AT&T-NORTH CAROLINA with notice at the time of dispatch of its own employee or AT&T-NORTH CAROLINA AIS to an Eligible Structure in accordance with applicable AT&T CLEC Online Handbook requirements.

3.23.2 The Physical Collocator will be required to submit a complete and accurate request form for Security Cards, access, keys and/or ID cards (also known as "Access Devices"), for the Physical Collocator's employee and AT&T-NORTH CAROLINA AIS utilizing the appropriate request forms located on AT&T's CLEC Online website. The Physical Collocator must submit to AT&T-NORTH CAROLINA the completed form for all employees and AIS requiring access to AT&T-NORTH CAROLINA's Premises at least thirty (30) calendar days prior to the date the Physical Collocator desires to gain access to the Collocation space.

3.23.2.1 In an emergency or other extenuating circumstances (but not in the normal course of business), the Physical Collocator may request that AT&T-NORTH CAROLINA expedite the issuance of the access keys/cards and/or ID cards, and AT&T-NORTH CAROLINA will issue them as soon as reasonably practical. There may be an additional charge for such expedited requests as reflected in the Pricing Schedule.

- 3.23.3 Any access key/cards and/or ID cards provided by AT&T-NORTH CAROLINA to the Physical Collocator for its employees and AT&T-NORTH CAROLINA AIS may not be duplicated under any circumstances.
- 3.23.4 The Physical Collocator agrees to be responsible for all Access Devices issued to the Physical Collocator for its employees and AT&T-NORTH CAROLINA AIS contracted by the Collocator to perform work on the Collocator's behalf. The Physical Collocator is responsible for the return of all Access Devices in the possession of the Physical Collocator's employees and AT&T-NORTH CAROLINA AIS after termination of the employment relationship. The contractual obligation with the Physical Collocator ends, upon the termination of this Agreement, or upon the termination of occupancy of Collocation space in a specific AT&T-NORTH CAROLINA Premises.
- 3.23.5 Lost or Stolen Access Devices:
 - 3.23.5.1 The Physical Collocator shall immediately notify AT&T-NORTH CAROLINA in writing when any of its Access Devices have been lost or stolen. If it becomes necessary for AT&T-NORTH CAROLINA to re-key buildings or deactivate an Access Device as a result of a lost or stolen Access Device(s) or for failure of the Physical Collocator's employees, and AT&T-NORTH CAROLINA AIS to return an Access Device(s), the Physical Collocator shall pay for the costs of re-keying the building or deactivating the Access Device(s).
- 3.23.6 Rates and charges for access keys/cards are found in the Pricing Schedule.
- 3.23.7 Threat to Personnel, Network or Facilities:
- 3.23.8 Regarding safety, Collocator's equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T-NORTH CAROLINA's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited.
- 3.24 Interference or Impairment:
 - 3.24.1 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.
- 3.25 Personal Property and Its Removal:
 - 3.25.1 In accordance with and subject to the conditions of this Attachment, the Physical Collocator may place or install in or on the Dedicated Space such personal property or fixtures ("Property") as are needed for the purpose of Physical Collocation. Property placed by the Physical 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-NORTH CAROLINA standards for flame and smoke ratings, e.g., no combustibles. Such Property shall retain its status as personal and may be removed by the Physical Collocator at any time. Any damage caused to the Collocation Arrangement by the Physical Collocator's employees, AT&T-NORTH CAROLINA AIS, agents or Guests during the installation or removal of such property shall be promptly repaired by the Physical Collocator at its sole expense.
- 3.26 Alterations:
 - 3.26.1 Under no condition shall the Physical Collocator or any person acting on behalf of the Physical Collocator make any rearrangement, modification, augment, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the AT&T-NORTH CAROLINA Premises, hereinafter referred to individually or collectively as "Alterations", without the expressed written consent of AT&T-NORTH CAROLINA, which shall not be unreasonably withheld. The cost of any such Alteration shall be paid by Collocator. An Alteration shall require the submission of the appropriate Subsequent Application and/or Augment and will result in the assessment of the applicable application fee associated with the type of alteration requested.

3.27 Maintenance:

- 3.27.1 AT&T-NORTH CAROLINA shall maintain the exterior of the Eligible Structure and grounds, and all entrances, stairways, passageways, and exits used by the Physical Collocator to access the Dedicated Space.
- 3.27.2 AT&T-NORTH CAROLINA shall maintain the Eligible Structure for customary building services, utilities (excluding telephone facilities), including janitorial and elevator services in the common areas.
- 3.27.3 In Controlled Environmental Vault (CEV), huts and cabinets where Physical Collocation space is not available, a Collocator may opt for Virtual Collocation wherein AT&T-NORTH CAROLINA maintains and repairs the virtually collocated equipment as described in 16.0 below following and consistent with the rates, terms and conditions as provided for throughout this entire Attachment. AT&T-NORTH CAROLINA may at its option, elect to offer this maintenance alternative in one or more of its COs, and in one or more of its CEVs, huts and cabinets where Physical Collocation space is available.

3.28 Equipment Staging and Storage:

- 3.28.1 No storage or staging area will be provided outside of the licensed space. Collocation areas may not be used for office administrative space (e.g., 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 Physical Collocation via the AT&T CLEC Online website).

3.29 AT&T-NORTH CAROLINA AIS Requirements:

- 3.29.1 Collocator shall select a supplier which has been approved as an AT&T-NORTH CAROLINA AIS to perform all engineering and installation work. The Collocator's AT&T-NORTH CAROLINA AIS must follow and comply with all of AT&T-NORTH CAROLINA's specifications and the following AT&T-NORTH CAROLINA Technical Requirements and/or publications, as appropriate: TP-76300, TP-76900, TP-76200, and TP-76400. Unless the AT&T-NORTH CAROLINA AIS has met the requirements for all of the required work activities, Collocator must use the applicable AT&T-NORTH CAROLINA AIS for the work activities associated with transmission equipment, switching equipment and power equipment. The list of AT&T-NORTH CAROLINA AIS is available on AT&T CLEC Online website. The Collocator's AT&T-NORTH CAROLINA AIS shall be responsible for installing Collocator's equipment and associated components, performing operational tests after installation is complete and notifying AT&T-NORTH CAROLINA's equipment engineers and Collocator upon successful completion of the installation and any associated work. When an AT&T-NORTH CAROLINA AIS is used by Collocator, the AT&T-NORTH CAROLINA AIS shall bill Collocator directly for all work performed for Collocator. AT&T-NORTH CAROLINA shall have no liability for or responsibility to pay, such charges imposed by Collocator's AT&T-NORTH CAROLINA AIS. AT&T-NORTH CAROLINA shall make available its supplier approval program to Collocator or any supplier proposed by Collocator and will not unreasonably withhold approval. All work performed by or for Collocator shall conform to generally accepted industry standards.

3.30 Construction Notification:

- 3.30.1 AT&T-NORTH CAROLINA will notify the Physical 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-NORTH CAROLINA 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-NORTH CAROLINA will inform the Collocator as soon as practicable by telephone of all emergency-related activities that AT&T-NORTH CAROLINA 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.

3.31 Eligible Structure List:

- 3.31.1 AT&T-NORTH CAROLINA shall maintain publicly available documents on AT&T CLEC Online website, indicating its Eligible Structures, if any, that have no space available for Physical Collocation. AT&T-

NORTH CAROLINA will update this document within ten (10) calendar days of the date at which an Eligible Structure runs out of such Collocation space.

- 3.31.2 AT&T-NORTH CAROLINA will remove obsolete unused equipment from its Eligible Structures that have no space available for Collocation upon reasonable request by a Collocator or upon order of the Commission. AT&T-NORTH CAROLINA shall reserve space for switching, MDF and Digital Cross Connect System (DCS) to accommodate access line growth.

3.32 Legitimately Exhausted:

- 3.32.1 Before AT&T-NORTH CAROLINA may make a determination that space in an Eligible Structure is Legitimately Exhausted, AT&T-NORTH CAROLINA must have removed all unused obsolete equipment from the Eligible Structure, if requested by CLEC or required by the Commission, and made such space available for Collocation. Removal of unused obsolete equipment shall not cause a delay in AT&T-NORTH CAROLINA's response to a Collocator's application or in provisioning Collocation arrangements. AT&T-NORTH CAROLINA may reserve space for transport equipment for the current year plus two (2) years. Additionally, AT&T-NORTH CAROLINA may not reserve space for equipment for itself, or advanced or interLATA services Affiliates or other Affiliates of AT&T-NORTH CAROLINA or for future use by AT&T-NORTH CAROLINA 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-NORTH CAROLINA may reserve space for switching, power, MDF, and DCS up to anticipated customer growth except as may be restricted in the AT&T CLEC Online Handbook. Additional information is available in the AT&T CLEC Online Handbook.

3.33 AT&T-NORTH CAROLINA's Right of Access:

- 3.33.1 AT&T-NORTH CAROLINA, its employees, and other AT&T-NORTH CAROLINA authorized persons shall have the right to enter Dedicated Space at any reasonable time on three (3) calendar days advance notice (unless otherwise negotiated by the Parties) of the time and purpose of the entry to examine its condition, make repairs required to be made by AT&T-NORTH CAROLINA hereunder, and for any other purpose deemed reasonable by AT&T-NORTH CAROLINA.
- 3.33.2 AT&T-NORTH CAROLINA may access the Dedicated Space for purpose of averting any threat of harm imposed by the Physical Collocator or its equipment or facilities upon the operation of AT&T-NORTH CAROLINA equipment, facilities and/or personnel located outside of the Dedicated Space without such advance notice; in such case, AT&T-NORTH CAROLINA 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.

3.34 Physical Collocator's Equipment, Facilities & Responsibilities:

- 3.34.1 In their Physical Collocation arrangement, the Physical Collocator is solely responsible for the design, engineering, testing, performance and maintenance of the Telecommunications Equipment and facilities used in the Dedicated Space. The Physical Collocator will be responsible for servicing, supplying, repairing, installing and maintaining the following within the Dedicated Space:
- 3.34.1.1 Its fiber optic cable(s) or other permitted transmission media as specified in Section 16.0;
- 3.34.1.2 Its equipment;
- 3.34.1.3 Interconnection facilities between the Physical Collocator's equipment area and AT&T-NORTH CAROLINA's designated demarcation;
- 3.34.1.4 DC power delivery cabling between the Physical Collocator's equipment area and AT&T-NORTH CAROLINA's designated power source;
- 3.34.1.5 Required point of termination cross connects in the Dedicated Space;
- 3.34.1.6 If CLEC chooses to use a POT frame, 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;
- 3.34.1.7 The connection cable and associated equipment which may be required within the Dedicated Space(s).

3.34.2 AT&T-NORTH CAROLINA neither accepts nor assumes any responsibility whatsoever in any of the areas in this Section 3.35 headed Physical Collocator's Equipment, Facilities & Responsibilities.

3.35 Virtual Collocator Equipment, Facilities & Responsibilities:

3.35.1 The Virtual Collocator's AT&T-NORTH CAROLINA AIS will install no later than two (2) Business Days prior to the scheduled turn-up of the Virtual Collocator's equipment, at its expense, all facilities and equipment required to facilitate Interconnection under section 251(c)(2) or access to AT&T-NORTH CAROLINA's 251(c)(3) UNEs. The Virtual Collocator's virtually collocated equipment will be maintained by AT&T-NORTH CAROLINA. The Collocator will, at its expense, provide the following:

3.35.1.1 Its fiber optic cable(s) or other permitted transmission media as specified in Section 16.0;

3.35.1.2 Its equipment;

3.35.1.3 Interconnection facilities between the Collocator's equipment area and AT&T-NORTH CAROLINA's designated demarcation;

3.35.1.4 DC power delivery cabling between the Collocator's equipment and AT&T-NORTH CAROLINA's designated power source;

3.35.1.5 All plug-ins and/or circuit packs (working, spare, and replacements);

3.35.1.6 All unique tools and test equipment;

3.35.1.7 Any ancillary equipment and cabling used for remote monitoring and control;

3.35.1.8 Any technical publications and updates associated with all Collocator-owned and provided equipment;

3.35.1.9 All training as described in Section 4.11.3 below.

3.35.1.10 The Virtual 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 Virtual Collocator for placement in/on AT&T-NORTH CAROLINA property. Suitable replacements are to be immediately provided to AT&T-NORTH CAROLINA to restore equipment.

3.35.1.11 The Virtual Collocator will provide at least the minimum number of usable equipment spares specified by the manufacturer. Replacements must be delivered to AT&T-NORTH CAROLINA CO using the equipment spare within five (5) calendar days of notification that a spare was used or tested defective.

3.35.1.12 For the disconnection of circuits, the Virtual Collocator will provide all circuit information no later than two (2) Business Days prior to the scheduled disconnection of the Virtual Collocator's circuit.

4.0 Limitation of Liability

4.1 Except as otherwise provided herein, Limitation of Liability will be governed by the GT&Cs of this Agreement.

4.1.1 Both AT&T-NORTH CAROLINA 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: The Parties acknowledge the following: that AT&T-NORTH CAROLINA 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 Collocation Space, possibly including space adjacent to the Collocated Space and with access to the outside of the Collocated 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.

4.3 In addition to any other applicable limitation, neither AT&T-NORTH CAROLINA 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-NORTH CAROLINA or the Collocator or its agents or employees.

- 4.4 The CLEC will be responsible for any and all damages resulting from any harm to AT&T-NORTH CAROLINA's or other CLEC's premises, or any outage in AT&T-NORTH CAROLINA's or other CLEC's network, which is a result of the installation, operation, or maintenance of the CLEC's equipment, including but not limited to from any defect in CLEC's equipment or its installation, operation, or maintenance, or resulting from the actions or inaction, willful, or negligent, of the CLEC's employees, suppliers, or contractors.
- 4.5 Force Majeure Events shall be governed by the GT&Cs of this Agreement.
- 4.6 Insurance:
- 4.6.1 Except as otherwise provided herein, Insurance will be governed by the GT&Cs of this Agreement with the liability limits therein specific to Collocation.
- 4.6.2 A certificate of insurance stating the types of insurance and policy limits provided the Collocator must be received prior to commencement of any work. If a certificate is not received, AT&T-NORTH CAROLINA 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-NORTH CAROLINA, and AT&T-NORTH CAROLINA may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. AT&T-NORTH CAROLINA will invoice Collocator for the costs incurred to so acquire insurance.
- 4.6.3 The Collocator shall also require all AT&T-NORTH CAROLINA AIS who may enter the Eligible Structure for the performance of work on their behalf to maintain the same insurance requirements.
- 4.7 Self-Insured:
- 4.7.1 Self-insurance in lieu of the insurance requirements listed preceding Section 4.6 above 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, the coverage requirements in the GT&Cs Insurance Section will immediately apply.
- 4.8 Indemnification of AT&T-NORTH CAROLINA:
- 4.8.1 Except as otherwise provided herein, Indemnification is governed by the GT&Cs of this Agreement.
- 4.9 Casualty Loss:
- 4.9.1 Damage to Collocation Space:
- 4.9.1.1 If the Collocation Space is damaged by fire or other casualty that is not the result of the Collocator's or Collocator's AT&T-NORTH CAROLINA AIS actions or those of a Third Party as hereinafter described, and (1) the Collocation Space is not rendered untenable in whole or in part, AT&T-NORTH CAROLINA shall repair the same at its expense and the monthly charge shall not be abated, or (2) the Collocation Space is rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) Business Days, AT&T-NORTH CAROLINA has the option to repair the Collocation Space at its expense and the monthly charges shall be proportionately abated while the Collocator was deprived of the use. If the Collocation Space cannot be repaired within ninety (90) Business Days, or AT&T-NORTH CAROLINA opts not to rebuild, then AT&T-NORTH CAROLINA shall notify the Collocator within thirty (30) Business Days following such occurrence that the Collocator's use of the Collocation Space will terminate as of the date of such damage. Upon the Collocator's election, subject to space availability and technical feasibility, AT&T-NORTH CAROLINA 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.
- 4.9.1.2 Any obligation on the part of AT&T-NORTH CAROLINA to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as prepared for the Collocator by AT&T-NORTH CAROLINA.

4.10 Damage to Eligible Structure:

4.10.1 Notwithstanding that the Collocator's Collocation Space may be unaffected thereby, in the event that the Eligible Structure in which the Collocation Space is located shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction of the Eligible Structure shall, in AT&T-NORTH CAROLINA's opinion be advisable, AT&T-NORTH CAROLINA, at its option, may terminate services provided via this Attachment. AT&T-NORTH CAROLINA shall provide the Collocator ten (10) Business Days prior written notice of termination within thirty (30) Business Days following the date of such occurrence, if possible.

4.11 Security:

4.11.1 AT&T-NORTH CAROLINA may impose the following reasonable security measures on Collocator to assist in protecting its network and equipment from harm. AT&T-NORTH CAROLINA may use security measures expressly allowed by the FCC. In addition, AT&T-NORTH CAROLINA may impose security arrangements as stringent as the security arrangements AT&T-NORTH CAROLINA 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-NORTH CAROLINA may impose the more stringent requirements. AT&T-NORTH CAROLINA will not impose discriminatory security requirements that result in increased Collocation costs without the concomitant benefit of providing necessary protection of AT&T-NORTH CAROLINA's equipment. Neither Party will use any information collected in the course of implementing or operating security arrangements for any marketing or other purpose in aid of competing with the other Party.

4.11.2 Collocator will conduct background checks of its employee and/or the AT&T-NORTH CAROLINA AIS 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.

4.11.3 Collocator shall provide its employees and/or the AT&T-NORTH CAROLINA AIS with picture identification, which must be worn and visible at all times while in Collocator's Collocation space or other areas in or around the AT&T-NORTH CAROLINA Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and Collocator's name. AT&T-NORTH CAROLINA reserves the right to remove from an AT&T-NORTH CAROLINA Premises any employee of Collocator not possessing identification issued by Collocator or who has violated any of AT&T-NORTH CAROLINA's policies as outlined in the CLEC Security Training documents.

4.11.3.1 Collocator technicians will be security-qualified by the Collocator and will be required to be knowledgeable of AT&T-NORTH CAROLINA's security standards. Collocator personnel and technicians will undergo the same level of security training or its equivalent that AT&T-NORTH CAROLINA's own employees and authorized contractors must undergo. AT&T-NORTH CAROLINA will not, however, require Collocator to receive security training from AT&T-NORTH CAROLINA, but will provide information to Collocator on the specific type of training required. Collocator can then provide its employees with its own security training.

4.11.3.2 Collocator and AT&T-NORTH CAROLINA will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other property of AT&T-NORTH CAROLINA for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the Collocator or AT&T-NORTH CAROLINA 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-NORTH CAROLINA 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-NORTH CAROLINA property:

4.11.3.2.1 Theft or destruction of AT&T-NORTH CAROLINA's or Collocator's property;

4.11.3.2.2 Use/sale or attempted use/sale of alcohol or illegal drugs on AT&T-NORTH CAROLINA property;

- 4.11.3.2.3 Threats or violent acts against other persons on AT&T-NORTH CAROLINA property;
 - 4.11.3.2.4 Knowing violations of any local, state or federal law or the requirements of this Agreement on AT&T-NORTH CAROLINA property;
 - 4.11.3.2.5 Permitting unauthorized persons access to AT&T-NORTH CAROLINA or Collocator's equipment on AT&T-NORTH CAROLINA property; and
 - 4.11.3.2.6 Carrying a weapon on AT&T-NORTH CAROLINA property
- 4.11.3.3 In addition, AT&T-NORTH CAROLINA reserves the right to interview Collocator's employees, agents, suppliers, or Guests in the event of wrongdoing in or around an AT&T-NORTH CAROLINA Premises or involving AT&T-NORTH CAROLINA's or another Collocated Telecommunications Carrier's property or personnel, provided that AT&T-NORTH CAROLINA shall provide reasonable notice to Collocator's Security representative of such interview. Collocator and its employees, agents, suppliers, or Guests shall reasonably cooperate with AT&T-NORTH CAROLINA's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Collocator's employees, agents, suppliers, or Guests. Additionally, AT&T-NORTH CAROLINA reserves the right to bill Collocator for all reasonable costs associated with investigations involving its employees, agents, suppliers, or Guests if it is established and mutually agreed in good faith that Collocator's employees, agents, suppliers, or Guests are responsible for the alleged act(s). Collocator and AT&T-NORTH CAROLINA will take appropriate disciplinary steps as determined by each Party to address any violations reported by AT&T-NORTH CAROLINA or the Collocator.
- 4.11.3.4 AT&T-NORTH CAROLINA may use reasonable security measures to protect its equipment. In the event AT&T-NORTH CAROLINA elects to erect an interior security partition in a given Eligible Structure to separate its equipment, AT&T-NORTH CAROLINA 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-NORTH CAROLINA's equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure. If AT&T-NORTH CAROLINA elects to erect an interior security partition and recover the cost, it must demonstrate to the Physical Collocator that other reasonable security methods cost more than an interior security partition around AT&T-NORTH CAROLINA's equipment at the time the price quote is given.
- 4.11.3.4.1 AT&T-NORTH CAROLINA's construction of an interior security partition around its own equipment shall not interfere with a CLEC's access to its equipment, including equipment Collocated directly adjacent to AT&T-NORTH CAROLINA's equipment. AT&T-NORTH CAROLINA's construction of an interior security partition around its own equipment shall not impede a Telecommunications Carrier's ability to Collocate within AT&T-NORTH CAROLINA's space. To the extent that AT&T-NORTH CAROLINA is required to install additional security measures within its interior security partition because a CLEC has access to its own equipment within the area, such security measures shall be constructed and maintained at AT&T-NORTH CAROLINA's expense.
 - 4.11.3.4.2 AT&T-NORTH CAROLINA's enclosure of its own equipment will not unreasonably increase a CLEC's cost nor shall it result in duplicative security costs. The cost of an interior security partition around AT&T-NORTH CAROLINA's equipment cannot include any embedded costs of any other security measures for the Eligible Structure.

5.0 Collocation Space

5.1 Use of Collocation Space:

5.1.1 Nature of Use – Equipment Permitted to be Collocated

5.1.1.1 Equipment is considered 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-NORTH CAROLINA at a level equal in quality to that which AT&T-NORTH CAROLINA obtains within its own network or AT&T-NORTH CAROLINA provides to an Affiliate, subsidiary, or other Party.

5.1.1.2 Equipment is considered necessary for access to a 251(c)(3) UNE 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 251(c)(3) UNE.

5.1.1.3 Examples of equipment that would not be considered necessary include, but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, OSS equipment used to support collocated Telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc.

5.1.1.4 AT&T-NORTH CAROLINA will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. In order to make this determination, AT&T-NORTH CAROLINA may need to request additional information from Collocator. Collocator agrees to use its best efforts to provide such information to AT&T-NORTH CAROLINA in a timely manner.

5.1.2 Multi-functional equipment shall be deemed necessary for Interconnection or access to a 251(c)(3) UNE 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 multi-functional equipment to be utilized primarily to obtain equal in quality Interconnection or non-discriminatory access to one or more 251(c)(3) UNEs, there also must be a logical connection or link between the additional functions the equipment would perform and the Telecommunication Services the Collocator seeks to provide to its End Users by means of the interconnection or 251(c)(3) UNE. The additional 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-NORTH CAROLINA's property.

5.2 Demarcation Point - AT&T-NORTH CAROLINA

5.2.1 AT&T-NORTH CAROLINA will designate the point(s) of demarcation between Collocator's equipment and/or network facilities and AT&T-NORTH CAROLINA's network facilities. For DS0, DS1, DS3 and fiber terminations, AT&T-NORTH CAROLINA shall designate, provide and install demarcation point hardware on a per arrangement basis. Collocator shall utilize an AT&T-NORTH CAROLINA AIS Tier 1 to installing their interconnection cabling to the AT&T-NORTH CAROLINA designated demarcation point .

5.2.2 The Physical Collocator or its AT&T-NORTH CAROLINA AIS, must install, maintain and operate the equipment/facilities on its side of the demarcation point, and may self-provision cross-connects that may be required within its own Collocation Space to activate service requests.

5.2.3 The Virtual Collocator via its AT&T-NORTH CAROLINA AIS must install and operate the equipment/facilities on its side of the demarcation point, and may self-provision cross-connects that may be required within its own Collocation Space to activate service requests. AT&T-NORTH CAROLINA will maintain the Virtual Collocation arrangement.

5.3 Types of Available Physical Collocation Arrangements:

5.3.1 AT&T-NORTH CAROLINA will make each of the arrangements outlined below available within its Eligible Structures in accordance with this Attachment and the AT&T CLEC On-line Collocation Handbook so that Collocator will have a variety of Collocation options from which to choose.

5.3.2 Caged Physical Collocation:

- 5.3.2.1 Caged Collocation option provides the Physical Collocator with an individual enclosure (not including a top). This enclosure is an area designated by AT&T-NORTH CAROLINA within an Eligible Structure to be used by the Physical Collocator for the sole purpose of installing, maintaining and operating the Physical Collocator-provided equipment for the purpose of Interconnection under section 251(c)(2) and access to 251(c)(3) UNEs. Accordingly, AT&T-NORTH CAROLINA will not provide the Physical Collocator with direct access to AT&T-NORTH CAROLINA's MDF, with the exception of the AT&T-NORTH CAROLINA's AIS Tier 1.
- 5.3.2.2 AT&T-NORTH CAROLINA 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, the Physical 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 (minimum of fifty (50) square feet of caged space) and will ensure that the first Physical Collocator in an AT&T-NORTH CAROLINA Premises will not be responsible for the entire cost of site preparation and security.
- 5.3.2.3 At the Physical Collocator's option, the Collocator may elect to install its own enclosure, but must comply with all methods, procedures and guidelines followed by AT&T-NORTH CAROLINA in constructing such an arrangement. The Physical 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 following will apply.

5.3.3 Shared Caged Collocation:

- 5.3.3.1 AT&T-NORTH CAROLINA will provide Shared Caged Collocation as set forth in the AT&T CLEC Online Handbook. Two (2) or more Physical Collocators may initially apply at the same time to share a Caged Collocation space as set forth in 2.0 above. Charges to each Physical Collocator will be based upon the percentage of total space utilized by each Physical Collocator.

5.3.4 Guest-Host Collocation (Also known as Sub-Lease Collocation):

- 5.3.4.1 The Physical Collocator may allow other Telecommunications Carriers to share the Physical Collocator's caged Collocation space, pursuant to the terms and conditions agreed to by the Physical Collocator (Host) and the other Telecommunication Carriers (Guests) which must be consistent with the provisions contained in this Section and this Agreement, except where the AT&T-NORTH CAROLINA Premises is located within a leased space and AT&T-NORTH CAROLINA is prohibited by said lease from offering such an option to the Physical Collocator. AT&T-NORTH CAROLINA shall be notified in writing by the Physical Collocator upon the execution of any agreement between the Host and its Guest(s) prior to the submission of an application. Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by the Physical Collocator that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation space as set forth in this Attachment between AT&T-NORTH CAROLINA and the Physical Collocator. The term of the agreement between the Host and its Guest(s) shall not exceed the term of this Agreement between AT&T-NORTH CAROLINA and the Physical Collocator.
- 5.3.4.2 The Physical Collocator, as the Host, shall be the sole interface and the responsible Party to AT&T-NORTH CAROLINA for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), the Guest(s) employees and agents. There will be a minimum charge of one (1) bay/rack per Host/Guest. In addition to the above, the Physical Collocator shall be the responsible Party to AT&T-NORTH CAROLINA for the purpose of submitting applications for initial and additional equipment placement for the Guest(s).

- 5.3.4.3 Notwithstanding the foregoing, the Guest(s) may submit service orders to AT&T-NORTH CAROLINA to request the provisioning of interconnecting facilities between AT&T-NORTH CAROLINA and the Guest(s), the provisioning of services, and/or access to Section 251(c)(3) UNEs. The bill for these interconnecting facilities, services and Section 251(c)(3) UNEs will be charged to the Guest(s) pursuant to the applicable the Guest's Interconnection Agreement with AT&T-NORTH CAROLINA.
- 5.3.5 Cageless Collocation:
- 5.3.5.1 AT&T-NORTH CAROLINA will provide cageless Collocation in any Collocation space that is supported by the existing Telecommunications infrastructure. AT&T-NORTH CAROLINA will provide space in single bay increments, including available space adjacent to or next to AT&T-NORTH CAROLINA's equipment as needed.
- 5.3.5.2 AT&T-NORTH CAROLINA shall allow the Physical Collocator to collocate the Physical Collocator's equipment and facilities without requiring the construction of a cage or similar structure.
- 5.3.5.3 Except where the Physical Collocator's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), AT&T-NORTH CAROLINA shall assign cageless Collocation arrangement in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, the Physical Collocator must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in TP-76200, and shall be responsible for compliance with all special technical requirements associated with such equipment.
- 5.4 Adjacent On-Site Collocation:
- 5.4.1 Where Physical Collocation space within the AT&T-NORTH CAROLINA CO is Legitimately Exhausted AT&T-NORTH CAROLINA will permit the Physical Collocator to Physically Collocate on AT&T-NORTH CAROLINA's property in the Physical Collocator's adjacent structures similar to structures that AT&T-NORTH CAROLINA uses to house Telecommunication Equipment, to the extent Technically Feasible.
- 5.4.2 AT&T-NORTH CAROLINA and CLEC will mutually agree on the location of the designated space on AT&T-NORTH CAROLINA premises where the Adjacent Structure will be placed. AT&T-NORTH CAROLINA will not unreasonably withhold agreement as to the site desired by the Physical Collocator. Safety and maintenance requirements, zoning, future building expansion and other state and local regulations are all examples of reasonable grounds to withhold agreement as to the site desired by the Physical Collocator.
- 5.4.3 AT&T-NORTH CAROLINA will offer the following increments of power to the Adjacent Structure:
- 5.4.3.1 a standard offering of one-hundred (100) amps of AC power to the Adjacent Structure when CO Switchboard AC capacity exists or
- 5.4.3.2 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 CO Power source.
- 5.4.4 At its option, the Physical Collocator may choose to provide its own AC and DC power to the Adjacent Structure.
- 5.4.5 AT&T-NORTH CAROLINA will provide Physical Collocation services to such Adjacent Structures, subject to the same requirements as other Collocation arrangements in this Attachment.
- 5.4.6 AT&T-NORTH CAROLINA shall permit the Physical 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 the Physical Collocator's AT&T-NORTH CAROLINA AIS. Accordingly, AT&T-NORTH CAROLINA will not provide the Physical Collocator's personnel or agents with direct access to AT&T-NORTH CAROLINA's MDF, with the exception of the AT&T-NORTH CAROLINA's AIS Tier 1.

- 5.4.7 The Physical 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.
- 5.4.8 Regeneration is required for Collocation in an Adjacent Structure if the cabling distance between the Physical Collocator's POT bay or termination point located in an Adjacent Structure and AT&T-NORTH CAROLINA's cross-connect bay exceeds American National Standards Institute, Inc. (ANSI) limitations. Regeneration is not required in any other circumstances except where the Physical Collocator specifically requests regeneration. Required regeneration and Physical Collocator requested regeneration will be provided at the Physical Collocator's expense.
- 5.4.9 In the event that interior space in an Eligible Structure becomes available, AT&T-NORTH CAROLINA will provide the option to the Physical Collocator to relocate its equipment from an Adjacent on-site facility into the interior space. In the event the Physical Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for Collocation within the Eligible Structure will apply.
- 5.4.10 If a Physical Collocator elects to provide an Adjacent On-Site Space Collocation as described above, when all available space for Physical Collocation is Legitimately Exhausted inside an AT&T-NORTH CAROLINA Eligible Structure, AT&T-NORTH CAROLINA will charge Planning Fees to recover the costs incurred to estimate the quotation of charges for the Collocator's Adjacent On-site Collocation arrangement request. Rates and charges are found in the Pricing Schedule. In addition, should the Collocator elect to have AT&T-NORTH CAROLINA provision an extension of DC Power Service from the Eligible Structure to the Adjacent Structure, a Collocator Interconnect Power Panel (CIPP) will be required.
- 5.4.11 Adjacent On-site Planning Fee
- 5.4.11.1 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-NORTH CAROLINA 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.

5.5 Virtual Collocation:

- 5.5.1 Virtual Collocation for the purpose of Interconnection under section 251(c)(2) to AT&T-NORTH CAROLINA or access to AT&T-NORTH CAROLINA provided 251(c)(3) UNEs is ordered as set forth in AT&T-22-STATE's Interconnector's Collocation Services Handbook for Virtual Collocation. AT&T-NORTH CAROLINA 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 CO or CEV, hut and Cabinet space for the use of Virtual Collocator. AT&T-NORTH CAROLINA will provide Virtual Collocation for the Virtual Collocator's comparable equipment as it provides to itself in the CO, wire center, CEV, hut or Cabinet, as the case may be, subject to the requirements of this Agreement.

6.0 Reports

6.1 Space Availability Report:

- 6.1.1 CLEC may request a space availability report prior to its application for Collocation space within AT&T-NORTH CAROLINA's Eligible Structures. 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-NORTH CAROLINA is taking to make additional space available for Collocation. CLEC may access the appropriate form for the space availability report on the AT&T CLEC Online website. A space availability report does not reserve space at the AT&T-NORTH CAROLINA Premises for which the space availability report was requested by CLEC.
- 6.1.2 Fees for such reports are shown in the Pricing Schedule.

7.0 Application Process

7.1 AT&T-NORTH CAROLINA will provide Collocation arrangements in Eligible Structures on a “first-come, first-served” basis. To apply for a Dedicated Space in a particular Eligible Structure CLEC and AT&T-NORTH CAROLINA will follow the Collocation Application (“Application”) process in the AT&T-NORTH CAROLINA’s Interconnector’s Collocation Services Handbook at the AT&T CLEC Online website. The Collocator will provide a completed Application through the Collocation Application Web Portal via AT&T-NORTH CAROLINA’s CLEC Online website and will pay AT&T-NORTH CAROLINA an initial Planning/Application Fee as found in the Pricing Schedule.

7.1.1 Application for Multiple Methods of Collocation:

7.1.1.1 A Collocator wishing AT&T-NORTH CAROLINA 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, 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-NORTH CAROLINA to process the Application for each of the preferred methods. If a Collocator provides adequate information and its preferences with its Application, AT&T-NORTH CAROLINA 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.

7.2 Complete and Accurate Application Review Process:

7.2.1 Upon receipt of the Collocator’s complete and accurate Application and initial Planning/Application Fee payment, AT&T-NORTH CAROLINA will begin development of the quotation.

7.2.2 In responding to an Application request, if space and interconnection facilities are available and all other Collocation requirements are met, AT&T-NORTH CAROLINA shall advise the Collocator that its request for space is granted, confirm the applicable NRC and MRC rates and the estimated provisioning interval. AT&T-NORTH CAROLINA will not select for Collocator the type of Collocation to be ordered.

7.2.3 All applicable NRCs are required to be paid to AT&T-NORTH CAROLINA prior to the Collocation space being turned over to the Collocator. AT&T-NORTH CAROLINA will issue a bill for all applicable NRCs to the Collocator’s after the Collocator’s deliverance of the signed BFFO.

7.3 Space Unavailability Determination and Resolution:

7.3.1 In responding to an Application request if space is not available, AT&T-NORTH CAROLINA will notify the Collocator that its application for Collocation Space is denied due to the lack of space and no Application fee shall apply. If AT&T-NORTH CAROLINA knows when additional Collocation space may become available at the AT&T-NORTH CAROLINA CO requested by Collocator such information will be provided to Collocator in AT&T-NORTH CAROLINA’s written denial of Collocation Space. AT&T-NORTH CAROLINA in its denial will provide the Collocator with any other known methods of Collocation that may be available within the Eligible Structure that the Collocator’s Application addressed. 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.

7.3.2 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. When AT&T-NORTH CAROLINA’s response includes an amount of space less than that requested by Collocator or space that is configured differently, no Application fee will apply. If Collocator decides to accept the available space, Collocator must resubmit its Application to reflect the actual space available including the reconfiguration of the space. When Collocator resubmits its Application to accept the available space, AT&T-NORTH CAROLINA will bill the applicable Application/ Planning fee.

7.3.3 In the event of a denial, AT&T-NORTH CAROLINA will file a notice that the Collocator’s request was denied with the Commission. When contested in support of its denial, AT&T-NORTH CAROLINA will concurrently submit to both the Commission and the Collocator, provided under seal and subject to proprietary protections, the following when applicable:

7.3.3.1 central office common language location identifier (CLLI),

- 7.3.3.2 the identity of the requesting Collocator,
 - 7.3.3.3 amount of space requested by the Collocator
 - 7.3.3.4 the total amount of space at the AT&T-NORTH CAROLINA premises
 - 7.3.3.5 floor plan documentation (as provided for in the Space Availability Determination section of the Interconnector's Collocation Services Handbook)
 - 7.3.3.6 identification of switch turnaround plans and other equipment removal plans and timelines, if any,
 - 7.3.3.7 CO rearrangement/expansion plans, if any,
 - 7.3.3.8 and description of other plans, if any, that may relieve space exhaustion.
- 7.3.4 In the event AT&T-NORTH CAROLINA 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-NORTH CAROLINA's designated representative in writing. Time limits established by the FCC must be respected. The inspection tour shall be scheduled as mutually agreeable.
- 7.3.5 Prior to the inspection tour, a "Reciprocal Non-disclosure Agreement" shall be signed by the designated AT&T-NORTH CAROLINA representative and the representative the Collocator, who will participate in the tour.
- 7.3.6 AT&T-NORTH CAROLINA will provide all relevant documentation to the Collocator including blueprints and plans for future facility expansions or enhancements, subject to executing the Reciprocal Non-disclosure Agreement. AT&T-NORTH CAROLINA's representative will accompany and supervise the Collocator agent on the inspection tour.
- 7.3.7 If the Collocator believes, based on the inspection tour of the Eligible Structure facilities, that the denial of Physical Collocation space is unsupportable, the Collocator agent shall promptly so advise AT&T-NORTH CAROLINA. The Collocator and AT&T-NORTH CAROLINA shall then each concurrently prepare a report detailing its own findings of the inspection tour. The Collocator and AT&T-NORTH CAROLINA reports shall be concurrently served on each other and submitted to the 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-NORTH CAROLINA to justify the basis for any denial of collocation requests.
- 7.4 Revisions:
- 7.4.1 If a modification or revision is made to any information in the Application after AT&T-NORTH CAROLINA has provided the Application response and prior to a BFFO, with the exception of modifications to (1) Customer Information, (2) Contact Information or (3) Billing Contact Information, whether at the request of Collocator or as necessitated by technical considerations, the Application shall be considered a new Application and handled as a new Application with respect to the response and provisioning intervals. AT&T-NORTH CAROLINA will charge Collocator the appropriate Application/Augment fee associated with the level of assessment performed by AT&T-NORTH CAROLINA.
- 7.4.2 Once AT&T-NORTH CAROLINA has provided the BFFO/quote and CLEC has accepted and authorized AT&T-NORTH CAROLINA to begin construction, any further modifications and/or revisions must be made via a subsequent Collocation Application and the appropriate fees will apply.
- 7.5 Augments:
- 7.5.1 A request from a Collocator to add or modify space, equipment, and/or cable to an existing Collocation arrangement is considered an Augment. Such a request must be made via a complete and accurate Application.
- 7.5.2 Upon receipt of the Collocator's complete and accurate Application and Planning Fee payment, AT&T-NORTH CAROLINA will begin development of the Augment quotation. In responding to an Augment request, if power and/or Interconnection facilities are available and all other Collocation requirements are met, AT&T-NORTH CAROLINA shall advise the Collocator that its request is granted, confirm the applicable non-recurring and recurring rates and the estimated provisioning interval.

- 7.5.3 Several types of Augments are identified in the Collocation section of the AT&T CLEC Online website. Those Augments will have associated pricing within the Pricing Schedule. Examples are:
- 7.5.3.1 100 Copper cable pair connections
 - 7.5.3.2 28 DS1 connections and/or
 - 7.5.3.3 1 DS3 connections and/or
 - 7.5.3.4 24 fiber connections

7.6 For all Augments other than provided above, AT&T-NORTH CAROLINA will work cooperatively with Collocator to negotiate a mutually agreeable delivery interval. All intervals and procedures associated with Augment Applications can be found in AT&T-NORTH CAROLINA's Interconnector's Collocation Services Handbook at the AT&T CLEC Online website.

7.7 Intervals for Interconnection & Power Cabling:

- 7.7.1 CLEC shall consult the AT&T CLEC On-Line Handbook for information regarding interval changes regarding Interconnection to and /or Power Cabling changes. CLEC must use an AT&T-NORTH CAROLINA AIS to establish Interconnection and/or Power cabling as outlined in the appropriate TP.

8.0 Augment Application

8.1 In the event Collocator or the Physical Collocator's Guest(s) desires to modify its use of the Collocation space in a CO after a BFFO, Collocator shall complete a new Application that contains all of the detailed information associated with a requested alteration of the Collocation space. The subsequent Application will be processed by AT&T-NORTH CAROLINA when it is complete and accurate, meaning that all of the required fields on the Subsequent Application have been completed with the appropriate type of information associated with the requested alteration. AT&T-NORTH CAROLINA shall determine what modifications, if any, to the AT&T-NORTH CAROLINA Premises are required to accommodate the change(s) requested by Collocator in the subsequent Application. Such modifications to the AT&T-NORTH CAROLINA Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.

9.0 Cancellation Prior to Due Date

9.1 In the event that the Collocator cancels its Collocation Application after AT&T-NORTH CAROLINA has begun preparation of the Telecommunications Infrastructure Space and Dedicated Space, but before AT&T-NORTH CAROLINA has been paid the entire amounts due under this Attachment, then in addition to other remedies that AT&T-NORTH CAROLINA 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-NORTH CAROLINA will provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation.

10.0 Occupancy – Physical Collocation Only

10.1 Unless there are unusual circumstances, AT&T-NORTH CAROLINA will notify the Physical Collocator that the Dedicated Space is ready for occupancy after AT&T-NORTH CAROLINA's completion of preparation of the Dedicated Space. All MRCs and NRCs will begin to accrue on the date that the Collocation space construction had been completed by AT&T-NORTH CAROLINA ("Space Ready Date"), regardless of any failure by the Physical Collocator to complete its work or occupy the space.

10.2 After the Physical Collocator's receipt of such notice, the Physical Collocator shall request within fifteen (15) calendar days an acceptance walk-through of the Collocation space with AT&T-NORTH CAROLINA. The acceptance walk-through will be scheduled on a mutually agreed upon date. Any material deviations from mutually agreed Application specifications may be noted by the Physical Collocator as exceptions, which to qualify as exceptions, must be agreed to as exceptions by AT&T-NORTH CAROLINA. The agreed upon exceptions shall be corrected by AT&T-NORTH CAROLINA by a mutually agreed upon date. The correction of these exceptions shall be at AT&T-NORTH CAROLINA's expense. AT&T-NORTH CAROLINA will then establish a new Space Ready Date.

10.3 Upon completion of corrections described in Section 10.2, AT&T-NORTH CAROLINA will again notify the Physical Collocator that the Dedicated Space is ready for occupancy and the Parties will, upon Collocator's request, conduct a

follow-up acceptance walk-through as set forth in this Section. This follow-up acceptance walkthrough will be limited to only those corrections identified and agreed to by the Parties in the initial walkthrough, as described in Section 10.2 above. If a follow-up acceptance walk-through is not requested by the Physical Collocator within 15 calendar days, the Space Ready Date shall be deemed to be the Delivery Date. If a follow-up acceptance walk-through is requested, but no continuing material exceptions are mutually agreed upon at the follow-up walk-through, the Delivery Date will be deemed to be the date of the follow-up acceptance walk-through. If a follow-up acceptance walk-through is requested, and material exceptions are mutually agreed upon at the follow-up walk-through, the Delivery Date will be deemed to be the date upon which the Physical Collocator accepts all corrections to such exceptions, which acceptance shall not be unreasonably withheld.

- 10.4 All charges to the Physical Collocator will begin to accrue on the Effective Billing Date, regardless of any failure by Collocator to complete its work or occupy the space. In the case of the termination of this Agreement prior to term, or the early termination of any Collocation services, AT&T-NORTH CAROLINA shall be entitled to full payment within thirty (30) calendar days of such expiration or termination for all services performed and expenses accrued or incurred that AT&T-NORTH CAROLINA is entitled to recover under the provisions of this Attachment for establishing such Collocation arrangement prior to such expiration or termination.
- 10.5 If the Physical Collocator cancels or abandons its Collocation space in any of AT&T-NORTH CAROLINA COs before AT&T-NORTH CAROLINA has recovered the full cost associated with providing that space to the Physical Collocator, the amount of any such remaining costs shall become immediately due and payable within thirty (30) calendar days after the Physical Collocator abandons that space.
- 10.6 The Physical Collocator shall notify AT&T-NORTH CAROLINA in writing that its Collocation equipment installation is complete. For purposes of this Section, the Collocator's Telecommunications Equipment is considered to be operational and Interconnected when it is connected to either AT&T-NORTH CAROLINA's network or interconnected to another Third Party Collocator's equipment that resides within the same structure, provided the Third Party Collocator's equipment is used for Interconnection with AT&T-NORTH CAROLINA's network or to obtain access to AT&T-NORTH CAROLINA's 251(c)(3) UNEs. For the purpose of this Attachment, AT&T-NORTH CAROLINA may refuse to accept any orders for cross-connects until it has received such notice from Physical the Collocator.
- 10.7 Early Space Acceptance:
- 10.7.1 If Physical Collocator decides to occupy the Collocation space prior to the Space Ready Date, the date Physical Collocator executes the Agreement for "Customer Access and Acceptance to Unfinished Collocation Space" is the date that will be deemed the space acceptance date and billing will begin from that date.
- 10.7.2 The Physical Collocator will, whenever possible, place its Telecommunications Equipment in the Collocation space within thirty (30) calendar days of space turnover. Operational Telecommunications Equipment must be placed in the Dedicated Space and interconnected to AT&T-NORTH CAROLINA's network pursuant to Section 251(c)(2) or used to obtain access to AT&T-NORTH CAROLINA 251(c)(3) UNEs within one hundred eighty (180) calendar days after receipt of Notice that AT&T-NORTH CAROLINA has completed its work as required by the complete and accurate Collocation Application.
- 10.8 Reclamation of Dedicated Space:
- 10.8.1 If the Physical Collocator fails to place operational Telecommunications Equipment in the Dedicated Space to Interconnect with AT&T-NORTH CAROLINA to obtain access to AT&T-NORTH CAROLINA 251(c)(3) UNEs meeting all the requirements of Section 5.1 above and 10.7 above and the 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, then AT&T-NORTH CAROLINA has the right to reclaim the Dedicated Space. AT&T-NORTH CAROLINA will send the Physical Collocator written Notice of its intent to terminate the Physical Collocator's Collocation arrangement in the prepared Dedicated Space within ten (10) Business Days after the notice date. If the Physical Collocator does not place operational Telecommunications Equipment in the Dedicated Space and interconnect with AT&T-NORTH CAROLINA or obtain access to AT&T-NORTH CAROLINA 251(c)(3) UNEs by that tenth (10th) Business Day then the Collocation is

deemed terminated and the Physical Collocator shall be liable in an amount equal to the unpaid balance of the applicable charges.

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

11.0 Efficiently Used

- 11.1 Orders for additional space will not be accepted until the Collocator's existing Collocation space in the requested Eligible Structure is Efficiently Used (as defined in Section 2 this Attachment) except to the extent the Collocator establishes to AT&T-NORTH CAROLINA'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-NORTH CAROLINA holds Unused Space for future use.
- 11.2 Orders for additional CFAs will not be accepted until the specific CFA type requested (e.g. DS0, DS1, fiber, etc.) in the requested Eligible Structure is Efficiently Used. The determination as to whether this criterion is met or necessary is solely within the reasonable judgment of AT&T-NORTH CAROLINA.

12.0 Relocation

12.1 AT&T-NORTH CAROLINA Requested Relocation:

- 12.1.1 When AT&T-NORTH CAROLINA determines, in order to be compliant with zoning changes, condemnation, or government order or regulation, that it is necessary for the Dedicated Space to be moved, AT&T-NORTH CAROLINA will provide written notice to the resident Collocator(s) within five (5) Business Days of the determination to move the location. Such a determination may affect movement from an Eligible Structure to another Eligible Structure, or from an Adjacent Space Collocation structure to a different Adjacent Space Collocation structure or and Adjacent Space Collocation structure to an Eligible Structure.
- 12.1.2 If the relocation occurs for reasons other than an emergency, AT&T-NORTH CAROLINA will provide the resident Collocator(s) with at least one hundred eighty (180) calendar days advance written Notice prior to the relocation.
- 12.1.3 An Application will be required by the Collocator for the arrangement of the new Dedicated Space and/or the new Telecommunications Equipment Space . The Collocator will not be required to pay any Application fees associated with the relocation described in this Section 12.1.
- 12.1.4 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-NORTH CAROLINA, 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-NORTH CAROLINA's reasonable discretion.
- 12.1.5 A Collocator's presence in AT&T-NORTH CAROLINA COs or adjacent space Collocation structures must not prevent AT&T-NORTH CAROLINA from making a reasonable business decision regarding building expansions or additions to the number of COs required to conduct its business or its locations.

12.2 CLEC Requested Relocation:

- 12.2.1 If the Physical Collocator requests that the Dedicated Space and/or Telecommunications Equipment space, be moved within the Eligible Structure in which the Dedicated Space is located, to another Eligible Structure, from an Adjacent Space Collocation structure, (as described in Section 5.4 above) to a different Adjacent Space Collocation structure or to an Eligible Structure, AT&T-NORTH CAROLINA shall permit the Collocator to relocate the Dedicated Space or Adjacent Space Collocation structure, subject to availability of space and technical feasibility.
- 12.2.2 A new Application will be required for the new Dedicated Space and the Application fee shall apply.

12.2.3 The Collocator shall be responsible for all applicable charges associated with the move, including the re-installation 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.

12.3 Virtual to Physical Relocation:

12.3.1 In the event Physical Collocation space was previously denied in an AT&T-NORTH CAROLINA CO, due to technical reasons or space limitations, and Physical Collocation Space has subsequently become available, Collocator may relocate its existing Virtual Collocation arrangement(s) to a Physical Collocation arrangement(s).

12.3.2 Collocator must arrange with a AT&T-NORTH CAROLINA AIS Tier 1 for the relocation of equipment from a Virtual Collocation space to a Physical Collocation space and will bear the cost of such relocation, including the costs associated with moving the services from the Virtual Collocation space to the new Physical Collocation space.

13.0 Complete Space Discontinuance

13.1 Collocator Requested Termination of the Collocation Space:

13.1.1 The Collocator may terminate its occupancy of a particular Collocation space which includes the removal of all equipment, equipment bays, interconnection facilities (e.g., power, timing, grounding and interconnection cabling) and Collocator infrastructure installed within its Collocation space. The Collocator is required to provide a complete and accurate Collocation Application requesting to terminate its existing Collocation Arrangement (see AT&T's CLEC Online website for the appropriate form).

13.1.2 The Collocator and the Physical Collocator's Guest(s) shall have thirty (30) calendar days from the BFFO date or a date mutually agreed to by the Parties ("Termination Date") to vacate the Collocation Space. Unless the Physical Collocator's Guest(s) have assumed responsibility for the Collocation space housing the Guest(s)'s equipment and executed the appropriate documentation required by AT&T-NORTH CAROLINA (see Space Reassignment section 13.2 below) to transfer the Collocation Space to the Guest(s) prior to Collocator's Termination Date then the Physical Collocator must insure the removal of all the Guest(s) equipment and facilities by the Termination Date.

13.1.3 Upon termination the Collocation Space will revert back to AT&T-NORTH CAROLINA's space inventory.

13.1.4 The Collocator shall return the Collocation space to AT&T-NORTH CAROLINA in the same condition as when it was first occupied by Collocator, with the exception of ordinary wear and tear.

13.1.5 Collocator's AT&T-NORTH CAROLINA AIS shall be responsible for informing AT&T-NORTH CAROLINA personnel of any required updates and/or changes to AT&T-NORTH CAROLINA's records that are required in accordance with AT&T-NORTH CAROLINA's TP specifications.

13.1.6 The Collocator shall be responsible for the cost of removing any Collocator constructed enclosure, as well as any CLEC installed supporting structures (e.g., racking, conduits, power cables, etc.), by the Termination Date.

13.1.7 Any equipment not removed by the Termination Date by the Collocator will be removed and disposed of by AT&T-NORTH CAROLINA at the expense of the Collocator.

13.1.8 Upon termination of occupancy, Collocator, at its sole expense, shall remove its equipment and any other property owned, leased or controlled by Collocator from the Collocation Space

13.1.9 The Virtual Collocator will work cooperatively with AT&T-NORTH CAROLINA to remove the Collocator's equipment and facilities via use of AT&T-NORTH CAROLINA AIS from AT&T-NORTH CAROLINA's property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the Eligible Structure. AT&T-NORTH CAROLINA is not responsible for and will not guarantee the condition of such equipment removed by any Party.

13.1.10 The Virtual 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.

13.1.11 Upon termination of the Collocation Space, the Collocator must remove the entrance cable used for the Collocation arrangement. If the entrance cable is not scheduled for removal within seven (7) calendar days after removal of the Collocation equipment, AT&T-NORTH CAROLINA may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable. 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-NORTH CAROLINA 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 CO.

13.2 Space Reassignment also known as Transfer of Ownership:

13.2.1 In lieu of submitting an Application to terminate a Collocation Arrangement, as described above, the Collocator ("Exiting Collocator") may reassign the Collocation Arrangement to another Collocator ("Collocator Assignee") subject to certain terms and conditions outlined below. Any such reassignment of the Collocation Arrangement may not occur without the written consent of AT&T-NORTH CAROLINA. In order to request consent to assign a Collocation Arrangement, either the Collocator Assignee or Exiting Collocator must 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:

13.2.1.1 Collocator Assignee must, as of the date of submission of the Collocation Application, have an approved Interconnection Agreement with AT&T-NORTH CAROLINA.

13.2.1.2 Exiting Collocator will be liable to pay all NRCs and MRCs Collocation charges on the Collocation Arrangement to be reassigned until the date AT&T-NORTH CAROLINA turns over the Collocation Arrangement to the Collocator Assignee. Any disputed charges shall be subject to the Dispute Resolution Process in the GT&Cs of this Agreement. AT&T-NORTH CAROLINA's obligation to turn over the Collocation Arrangement shall not arise until all undisputed charges are paid. Collocator Assignee's obligation to pay MRCs for a Collocation Arrangement will begin on the date AT&T-NORTH CAROLINA makes available the Collocation Arrangement to the Collocator Assignee.

13.2.1.3 An Exiting Collocator may not reassign Collocation space in an Eligible Structure where a waiting list exists for 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.

13.2.1.4 Collocator Assignee will defend and indemnify AT&T-NORTH CAROLINA 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 Collocation Arrangement(s) or otherwise claims a right to the space subject to the reassignment.

13.2.2 Collocator Assignee or the Exiting Collocator shall submit one (1) complete and accurate Application for each Collocation Arrangement. The Exiting Collocator must ensure that the Collocator Assignee complies with the following: Collocator Assignee submits a complete and accurate Application for a 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-NORTH CAROLINA equipment and other items in or otherwise associated with each Collocation Arrangement. Collocator Assignee further agrees to indemnify and hold AT&T-NORTH CAROLINA harmless from any Third Party claims involving allegations that Collocator Assignee does not hold proper title to such non-AT&T-NORTH CAROLINA equipment and other items.

13.2.3 AT&T-NORTH CAROLINA in its response to the Application will provide a price quote. Collocator Assignee must pay one-hundred percent (100%) of all NRCs in the price quote before AT&T-NORTH CAROLINA begins to convert the Collocation Arrangement being reassigned. Once Collocator Assignee has paid one-hundred percent (100%) of all such NRCs, AT&T-NORTH CAROLINA shall finish the work to convert the space within thirty (30) calendar days. AT&T-NORTH CAROLINA and Collocator Assignee will coordinate

all conversion work to ensure that the End Users of Collocator Assignee will have minimal, if any, disruption of service during such conversion.

- 13.2.4 Collocator Assignee may submit a security application for access to a Collocation Arrangement simultaneously with the 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 4.11 above will apply. In no event will the security cards be provided to the Collocator Assignee before the assigned space is turned over.
- 13.2.5 Collocator Assignee assumes each Collocation Arrangement "as is" which means that AT&T-NORTH CAROLINA will make no changes to the Collocation Arrangement, including no changes to power, interconnection and entrance facilities. Any modifications to such Collocation Arrangement by Collocator Assignee must be submitted via a separate augment Application (as provided by the Collocator Assignee's ICA).

13.3 Interconnection Termination Reduction:

- 13.3.1 The Collocator may request a reduction of the existing amount of Interconnection terminations that service a 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.
- 13.3.2 Interconnection termination reduction requests may require the disconnection and removal of interconnection cable. AT&T-NORTH CAROLINA will perform the interconnection cable removal work above the rack level at the applicable fees referenced in the Pricing Schedule. Within thirty (30) calendar days after submitting its interconnection termination reduction request to disconnect and remove an interconnection arrangement from its Collocation Arrangement, the Collocator must remove terminations at both ends of the interconnection cable and cut and cap cables up to the AT&T-NORTH CAROLINA rack level. Collocator must use the AT&T-NORTH CAROLINA AIS for this procedure and AT&T-NORTH CAROLINA AIS must follow the appropriate TP found on AT&T CLEC Online website.

14.0 Fiber Optic Cable and Demarcation Point

14.1 Fiber Optic Cable Entrance Facilities:

- 14.1.1 Collocator will utilize the Application process described within this attachment for entrance facility requests. All rate elements for Collocator Entrance Facility can be found in the Pricing Schedule.
- 14.1.2 The Collocator is responsible for bringing its entrance facilities to the entrance manhole(s) designated by AT&T-NORTH CAROLINA, and leaving sufficient length of the cable in the manhole for AT&T-NORTH CAROLINA to fully extend the Collocator-provided facilities to the designated point in the cable vault.
- 14.1.2.1 The Physical Collocator's AT&T-NORTH CAROLINA AIS Tier 1 will extend the Collocator provided fiber entrance cable from the cable vault to the Physical Collocation Dedicated Space.
- 14.1.2.2 For a Virtual Collocation arrangement AT&T-NORTH CAROLINA will splice the Collocator provided entrance fiber to an AT&T-NORTH CAROLINA fiber cable terminated on AT&T-NORTH CAROLINA's Fiber distribution frame.

- 14.2 If the Collocator has not left the cable in the manhole within one hundred twenty (120) calendar days of the request for entrance fiber, the Collocator's request for entrance fiber will expire and a new Application must be submitted along with applicable fees. The Collocator may request an additional thirty (30) calendar day extension by notifying AT&T-NORTH CAROLINA, no later than fifteen (15) calendar days prior to the end of the 120 calendar day period mentioned above, of the need of the extension for the Collocator to place cable at the manhole.
- 14.3 The Collocator shall use a dielectric Optical Fiber Non-conductive Riser-rated (OFNR) fiber cable as the transmission medium to the Dedicated Space for Physical or to the AT&T-NORTH CAROLINA designated splice point for Virtual. In addition, AT&T-NORTH CAROLINA requires this fiber to be yellow or black with yellow striped sheath.
- 14.4 The Collocator, where not impractical for technical reasons and where space is available, may use Microwave Entrance Facility Collocation pursuant to the Microwave Attachment.

- 14.5 Copper or coaxial cable will only be permitted to be utilized as the transmission medium where the Collocator can demonstrate to AT&T-NORTH CAROLINA or the Commission that use of such cable will not impair AT&T-NORTH CAROLINA's ability to service its own End Users or subsequent Collocators. Collocation requests utilizing copper or coaxial cable facilities will be provided as an Individual Case Basis (ICB).
- 14.6 AT&T-NORTH CAROLINA shall provide a minimum of two separate points of entry into the Eligible Structure, where AT&T-NORTH CAROLINA has at least two such entry points, there is sufficient space for new facilities in those entry points, and it is Technically Feasible.. Where such dual points of entry are not available, when AT&T-NORTH CAROLINA performs work as is necessary to make available such separate points of entry for itself, at the same time it will accommodate the Collocator's request under this Section. The Collocator and AT&T-NORTH CAROLINA 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-NORTH CAROLINA and the Collocator(s).
- 14.7 AT&T-NORTH CAROLINA will also provide nondiscriminatory access where Technically Feasible and sufficient space exists, to any entry point into Eligible Structures in excess of two (2) points in those locations where AT&T-NORTH CAROLINA also has access to more than two such entry points. Where AT&T-NORTH CAROLINA performs such work in order to accommodate its own needs and those specified in the Collocator's written request, the Collocator and AT&T-NORTH CAROLINA 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-NORTH CAROLINA and the Collocator(s).
- 15.0 Entrance Facility Conduit to Vault, Per Cable Sheath**
- 15.1 This facility 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 entrance cable is placed. Associated rates and charges can be found in the Pricing Schedule. All procedures for CLEC Entrance Facility Conduit can be found in the AT&T CLEC On-Line Handbook.
- 16.0 Virtual Collocation – Cooperative Responsibilities**
- 16.1 The Virtual Collocator will work cooperatively with AT&T-NORTH CAROLINA to develop implementation plans including timelines associated with:
- 16.1.1 Placement of Collocator's fiber into the CO vault,
- 16.1.2 Location and completion of all splicing,
- 16.1.3 Completion of installation of equipment and facilities,
- 16.1.4 Removal of above facilities and equipment,
- 16.1.5 To the extent known, the Collocator can provide forecasted information to AT&T-NORTH CAROLINA on anticipated additional Virtual Collocation requirements,
- 16.1.6 To the extent known, the Collocator is encouraged to provide AT&T-NORTH CAROLINA with a listing of the equipment types that they plan to virtually collocate in AT&T-NORTH CAROLINA's COs or CEVs, huts and cabinets. This cooperative effort will insure that AT&T-NORTH CAROLINA personnel are properly trained on Collocator equipment.
- 16.2 Installation of Virtual Collocation Equipment:
- 16.2.1 AT&T-NORTH CAROLINA 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.
- 16.2.2 AT&T-NORTH CAROLINA 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.
- 16.2.3 In this arrangement, Telecommunications Equipment (also referred to herein as equipment) is furnished by the Collocator and engineered and installed by a AT&T-NORTH CAROLINA AIS.
- 16.2.4 The Collocator and AT&T-NORTH CAROLINA 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-NORTH CAROLINA will cooperatively test the collocated equipment and facilities with the Collocator.
- 16.3 Repair & Maintenance of Equipment - Virtual Collocation Only:

- 16.3.1 Except in emergency situations, the Collocator-owned fiber optic facilities and CO terminating equipment will be repaired only upon the request of the Collocator. In an emergency, AT&T-NORTH CAROLINA may perform necessary repairs without prior notification. The labor rates specified in the Pricing Schedule apply to AT&T-NORTH CAROLINA COs and AT&T-NORTH CAROLINA CEVs, huts and cabinets and are applicable for all repairs performed by AT&T-NORTH CAROLINA on the Collocator's facilities and equipment.
- 16.3.2 When initiating repair requests on Collocator owned equipment, the Collocator must provide AT&T-NORTH CAROLINA with the location and identification of the equipment and a detailed description of the trouble.
- 16.3.3 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, AT&T-NORTH CAROLINA will be responsible for repairing the Virtually Collocated equipment at the same standards that it repairs its own equipment.
- 16.3.4 The Collocator will request any and all maintenance by AT&T-NORTH CAROLINA on its Virtually Collocated facilities or equipment. When initiating requests for maintenance on collocated equipment, the Collocator must provide AT&T-NORTH CAROLINA with the location and identification of the equipment and a detailed description of the maintenance requested.
- 16.3.5 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, AT&T-NORTH CAROLINA will be responsible for maintaining the Virtually Collocated equipment at the same standards that it maintains its own equipment.

16.4 Alarm Maintenance:

- 16.4.1 The Collocator has the ability to purchase its own remote monitoring and alarming equipment.
- 16.4.2 Since the maintenance of the Collocator's equipment is at the direction and control of the Collocator, AT&T-NORTH CAROLINA will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of the Collocator with the option discussed for during emergencies.

17.0 Interconnection to Others within the same Eligible Structure

17.1 Upon receipt of a BFFO, AT&T-NORTH CAROLINA will permit the Collocator to construct, via an AT&T-NORTH CAROLINA AIS Tier 1, direct connection facilities, (also known as Collo-to-Collo) to the Collocator's own Physical/Virtual Collocation arrangement and/or another Third Party Physical/Virtual Collocator's Collocation arrangement within the same Eligible Structure. The Collocator may use either copper or optical facilities between the collocated equipment in the same Eligible Structure, subject to the same reasonable safety requirements that AT&T-NORTH CAROLINA imposes on its own equipment.

- 17.1.1 The Collocator is prohibited from using the Collocation space for the sole or primary purpose of cross-connecting to Third Party collocated Telecommunications Carrier's.
- 17.1.2 The Collocator must utilize an AT&T-NORTH CAROLINA AIS Tier 1 to place the CLEC to CLEC connection.
- 17.1.3 The CLEC to CLEC connection shall be provisioned using facilities owned by Collocator.
- 17.1.4 With their Application the Collocator shall provide a Letter of Authorization (LOA) from the Third Party collocated Telecommunications Carrier to which the Collocator will be cross-connecting.
- 17.1.5 The CLEC to CLEC connection shall utilize AT&T-NORTH CAROLINA common cable support structure and will be billed for the use of such structure according to rates in the Pricing Schedule.

18.0 Extraordinary Charges, Special Construction and Custom Work / ICB Charges

18.1 Extraordinary Charges - Collocator will be responsible for all extraordinary construction costs, incurred by AT&T-NORTH CAROLINA 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).

- 18.1.1 AT&T-NORTH CAROLINA may charge a recurring and a non-recurring fee for extraordinary costs on a time-sensitive or time-and-materials basis.
- 18.1.2 An estimate of such costs plus contribution will be provided to the Collocator prior to AT&T-NORTH CAROLINA commencing such work.
- 18.1.3 AT&T-NORTH CAROLINA must advise Collocator if extraordinary costs will be incurred within twenty (20) Business Days of the Collocator's complete and accurate Application.
- 18.1.4 Extraordinary costs will only be billed upon receipt of the signed acceptance of AT&T-NORTH CAROLINA's price quote. Construction will not begin until receipt of the Collocator's signed acceptance.
- 18.1.5 Special Construction and/or Custom work may not be charged to Collocator for any work performed which will benefit or be used by AT&T-NORTH CAROLINA or other Collocators except on a pro-rated basis where reasonable.

19.0 DC Power Arrangement Provisioning and Power Reduction

- 19.1 In a CO AT&T-NORTH CAROLINA shall make available -48V DC power to serve the Collocator's equipment. When obtaining DC power from an AT&T-NORTH CAROLINA Power Source (BDFB or Power Plant), Collocator's fuses and power cables (for the A & B feeds) must be engineered (sized), and installed by Collocator's AT&T-NORTH CAROLINA AIS Tier 1, in accordance with the number of DC amps requested by Collocator on Collocator's Initial Application or any Subsequent Applications. Collocator is also responsible for contracting with an AT&T-NORTH CAROLINA AIS Tier 1 to run the power distribution feeder cable from the AT&T-NORTH CAROLINA Power Source to the equipment in Collocator's Collocation arrangement. The AT&T-NORTH CAROLINA AIS Tier 1 contracted by Collocator must provide AT&T-NORTH CAROLINA with a copy of the engineering power specifications prior to the day on which Collocator's equipment becomes operational (hereinafter "Commencement Date"). AT&T-NORTH CAROLINA will provide the common power feeder cable support structure between the AT&T Power Source and Collocator's Collocation arrangement. Collocator shall contract with an AT&T-NORTH CAROLINA AIS Tier 1 who shall be responsible for performing those power provisioning activities required to enable Collocator's equipment to become operational, which may include, but are not limited to, the installation, removal or replacement of the following: dedicated power cable support structure within Collocator's Collocation arrangement, power cable feeds and terminations of the power cabling. Collocator and Collocator's AT&T-NORTH CAROLINA AIS Tier 1 shall comply with all applicable NEC, AT&T TP-76300, Telcordia and ANSI Standards that address power cabling, installation and maintenance.
- 19.2 AT&T-NORTH CAROLINA will permit Collocator to request DC power in five (5) amp increments from five (5) amps up to forty (40) amps. Above forty amps, DC power will be provisioned in ten (10) amp increments up to one hundred (100) amps from the AT&T-NORTH CAROLINA Power source.
- 19.3 Collocator Interconnect Power Panel (CIPP) – (Options):
 - 19.3.1 A Collocator Interconnect Power Panel (CIPP) with maximum 200 amp capacity may be ordered from AT&T-NORTH CAROLINA or an equivalent panel provided by the Collocator's AT&T-NORTH CAROLINA AIS Tier 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-NORTH CAROLINA technical support. See the Collocation Handbook for additional information.
- 19.4 Eligible Structure Ground Cable Arrangement, Each:
 - 19.4.1 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. AT&T-NORTH CAROLINA provides an Integrated Ground Plane to serve the Collocator's equipment in the same manner as AT&T-NORTH CAROLINA equipment. Requests for an "Isolated" Ground Plane will be treated on an ICB basis.

19.5 Power Reduction:

19.5.1 The Collocator may request to decrease the amount of existing power available to a 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 hiring an AT&T-NORTH CAROLINA AIS Tier 1 to remove the terminations at both ends of the power cable feed and cut cables up to the AT&T-NORTH CAROLINA rack level 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-NORTH CAROLINA 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 Collocation Arrangement when submitting their power reduction request. The Collocator shall submit an augment application in order to process this request.

19.5.2 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 19.2 above. Different minimum amp increments apply for power arrangements fed from either an AT&T-NORTH CAROLINA BDFB or an AT&T-NORTH CAROLINA power plant. When the Collocator is requesting to reduce the fuse capacity only, the fees referenced in the Pricing Schedule will apply. When the Collocator has only one power arrangement (A&B feed) serving their Collocation Arrangement, a fuse reduction is the only power reduction option available to the Collocator.

19.5.3 When a power reduction request involves a fuse change only on a power arrangement serviced from the AT&T-NORTH CAROLINA BDFB (e.g. 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-NORTH CAROLINA AIS Tier 1 to coordinate fuse changes at the AT&T-NORTH CAROLINA BDFB. Applicable fees referenced in Pricing Schedule will still apply. When a power reduction request involves a fuse change on a power arrangement serviced from the AT&T-NORTH CAROLINA Power Plant (e.g. power arrangements consisting of a one-hundred (100) amp A feed and a one-hundred (100) amp B feed and above), the Collocator must hire an AT&T-NORTH CAROLINA AIS Tier 1 power supplier to coordinate the fuse changes at the AT&T-NORTH CAROLINA power plant.

19.5.4 When a power reduction request requires disconnecting and removing a power cable feed from either the AT&T-NORTH CAROLINA's BDFB (Battery Distribution Fuse Bay) or power plant, the AT&T-NORTH CAROLINA AIS Tier 1 will perform the power cable removal work up to the rack level.. Applicable fees referenced in Pricing Schedule will apply. Within thirty (30) calendar days after submitting its power reduction request to disconnect and remove a power arrangement, the Collocator must perform the following activity:

19.5.4.1 Remove terminations at both ends of the power cable feed and cut cables up to the AT&T-NORTH CAROLINA rack level. Collocator must use a AT&T-NORTH CAROLINA AIS Tier 1 for this procedure and that supplier must follow TP76300 guidelines for cutting and capping the cable at the rack level.

19.6 When the Collocator has multiple power arrangement serving a Collocation Arrangement (e.g., 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 Pricing Schedule 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 Collocation Arrangement [e.g. 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 5 amps (A&B feed)], then the project management fee for power cable removal referenced in the Pricing Schedule will apply in addition to the individual charges referenced in the Pricing Schedule associated with the overall power reduction request.

19.7 For any power reduction request (one which involves either a disconnect and removal, re-fusing 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 the Pricing Schedule. The same Augment intervals that are outlined in this Attachment for adding power will apply to power reduction requests.

20.0 Collocation In CEV'S, HUTS And CABINETS

20.1 Remote Terminals - When the requirements of this Agreement are met, collocation will be allowed in Controlled Environmental Vaults (CEV's), Huts and Cabinets and other AT&T-NORTH CAROLINA owned or controlled premises where Collocation is practical and Technically Feasible, e.g. where heat dissipation is not severely limited and there is sufficient space for Collocator's equipment.

20.2 Intentionally Omitted.

20.3 AT&T-NORTH CAROLINA will also assign space in a RT in single bay increments within a CEV, Hut or cabinet for the placement of Collocator's equipment. The number of bays 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. Refer to the Pricing Schedule for rates and charges.

20.4 AT&T-NORTH CAROLINA: RT Collocation Arrangements - AT&T-NORTH CAROLINA shall make available -48V DC power for Collocator's RT Collocation arrangement at an AT&T-NORTH CAROLINA power source within the RT. The charge for power shall be assessed as part of the MRCs per the Pricing Schedule. If the power requirements for Collocator's equipment exceed the capacity available, then such additional power requirements shall be assessed on an individual case basis.

APPENDIX DAL

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APPENDIX DAL
(LOCAL DIRECTORY ASSISTANCE LISTINGS)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions pursuant to which CLEC agrees to purchase subscriber listing information as provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC).
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications Inc. d/b/a AT&T-ALABAMA, d/b/a AT&T-FLORIDA, d/b/a AT&T-GEORGIA, d/b/a AT&T-KENTUCKY, d/b/a AT&T-LOUISIANA, d/b/a AT&T-MISSISSIPPI, d/b/a AT&T-NORTH CAROLINA, d/b/a AT&T-SOUTH CAROLINA and d/b/a AT&T-TENNESSEE, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, 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 Intentionally Omitted. .
- 1.4 Intentionally Omitted.
- 1.5 Intentionally Omitted.
- 1.6 Intentionally Omitted.
- 1.7 Intentionally Omitted.
- 1.8 Intentionally Omitted.
- 1.9 Intentionally Omitted.
- 1.10 Intentionally Omitted.
- 1.11 Intentionally Omitted.
- 1.12 Intentionally Omitted.
- 1.13 Intentionally Omitted.
- 1.14 Intentionally Omitted.
- 1.15 Intentionally Omitted.
- 1.16 Intentionally Omitted.
- 1.17 Intentionally Omitted.
- 1.18 **AT&T-NORTH CAROLINA** - As used herein, **AT&T-NORTH CAROLINA** means BellSouth Telecommunications Inc. d/b/a AT&T North Carolina, the applicable AT&T-owned ILEC doing business in North Carolina.
- 1.19 Intentionally Omitted.
- 1.20 Intentionally Omitted.
- 1.21 Intentionally Omitted.
- 1.22 Intentionally Omitted.

- 1.23 Intentionally Omitted.
- 1.24 Intentionally Omitted.
- 1.25 The prices at which AT&T-NORTH CAROLINA agrees to provide CLEC with Directory Assistance Listing (DAL) are contained in the applicable Pricing Schedule and/or the applicable Commission ordered tariff where stated.

2. GENERAL TERMS AND CONDITIONS

- 2.1 Where technically feasible and/or available, AT&T-NORTH CAROLINA will provide Directory Assistance listing information referred to as Directory Assistance Database Services (DADS) in AT&T-NORTH CAROLINA (herein after referred to as DAL):
 - 2.1.1 AT&T-NORTH CAROLINA owns and maintains the database containing directory assistance listing information (name, address and published telephone number, or an indication of "non-published status") of telephone subscribers.
 - 2.1.2 AT&T-NORTH CAROLINA uses the directory assistance listing information in its database to provide directory assistance (DA) service to End Users who call AT&T-NORTH CAROLINA's DA to obtain such information.
 - 2.1.3 Inasmuch as AT&T-NORTH CAROLINA provides DA service under contract for Independent Local Exchange Carriers (ILECs) and Competitive Local Exchange Carriers, (CLECs), AT&T-NORTH CAROLINA's database also contains directory assistance listing information for other ILEC and CLEC end users.
 - 2.1.4 CLEC, or its agent, wishes to provide DA service to CLEC's End Users located in CLEC's service area, and therefore, wishes to load its database with directory assistance listings contained in AT&T-NORTH CAROLINA's DA database.
 - 2.1.5 AT&T-NORTH CAROLINA agrees to license requested directory assistance listing information contained in its database, under the following terms and conditions:
 - 2.1.5.1 To order DAL service, CLEC shall use a DAL Order Application form as provided by AT&T-NORTH CAROLINA.
 - 2.1.5.2 AT&T-NORTH CAROLINA shall provide directory assistance listing information in a mutually acceptable format.
 - 2.1.5.3 AT&T-NORTH CAROLINA shall provide directory assistance listing information to CLEC via a mutually acceptable mode of transmission. Once the mode of transmission has been determined, AT&T-NORTH CAROLINA will provide to CLEC the initial load of directory assistance listing information in a mutually agreed upon timeframe.
- 2.2 Use of Directory Assistance Listing Information
 - 2.2.1 CLEC may use the directory assistance listing information licensed and provided pursuant to this Appendix in compliance with all applicable laws, regulations, and rules including any subsequent decision by the FCC or a court regarding the use of directory assistance listings.
 - 2.2.2 Upon termination of the Agreement, CLEC shall cease using, for any purpose whatsoever, the directory assistance listing information provided hereunder by AT&T-NORTH CAROLINA, and shall extract and expunge all copies or any portions thereof from files and records and provide a certification from an officer of the company that all actions have been performed.
 - 2.2.3 In the event a telephone service subscriber has a "non-published" listing, a "non-published" classification will be identified in lieu of the telephone number information and will be considered part of the Listing Information. The last name, first name, street number, street name, community, and zip code will be provided as part of the Listing Information. The information provided for non-published customers can only be used for two purposes. First, the non-published status may be added to the listing in CLEC's database for the sole purpose of adding/correcting the non-

published status of the listings in the database. Second, addresses for non-published customers may be used for verification purposes. If a caller provides the address for a requested listing, CLEC may verify the listing by matching the caller-provided address with the address in CLEC's database. CLEC, however, may not provide the address information of a requested listing of a non-published subscriber to a caller under any circumstances, including when verifying the address. CLEC can notify the customer that the requested listing is non-published.

3. ASSIGNMENT

- 3.1 The directory assistance listings provided by AT&T shall remain the property of AT&T-NORTH CAROLINA, CLEC, or its third-party DA provider/agent, shall take appropriate measures at least equal to the measures CLEC uses for its own listings to guard against any unauthorized use of the listings provided to it hereunder.

4. BREACH OF CONTRACT

- 4.1 In the event a Party is found to have materially breached this Appendix, such breach shall be remedied immediately and the non-breaching Party shall have the right to terminate the breaching Party's license, without terminating its own rights hereunder, upon fourteen (14) calendar days notice, until the other Party's breach is remedied. Further should CLEC breach this agreement, it shall immediately cease use of AT&T-NORTH CAROLINA's directory assistance listing information.

5. LIABILITY

- 5.1 AT&T-NORTH CAROLINA makes no express or implied warranties whatsoever regarding the accuracy of the directory assistance listing information provided to CLEC. CLEC agrees to accept the directory assistance listing information on an "as-is" basis with all faults, errors and omissions, if any. AT&T-NORTH CAROLINA makes no warranty, expressed or implied, with respect to any listings or the information contained therein, including but not limited to warranties for merchantability or fitness for a particular purpose.
- 5.2 CLEC hereby releases AT&T-NORTH CAROLINA from any and all liability for damages due to errors or omissions in the directory assistance listing information provided under this Appendix, or by reason of delay in providing the directory assistance listing information, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
- 5.3 CLEC shall indemnify, protect, save harmless and defend AT&T-NORTH CAROLINA (or AT&T-NORTH CAROLINA's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to AT&T-NORTH CAROLINA Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are supplying directory assistance listing information, or any actual error or omission. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and AT&T-NORTH CAROLINA, and/or against AT&T-NORTH CAROLINA alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in DA listing information, AT&T-NORTH CAROLINA may, at its option, assume and undertake its own defense, or assist in the defense of CLEC, in which event CLEC shall reimburse AT&T-NORTH CAROLINA for reasonable attorney's fees and other expenses incurred by it in handling and defending such demand, claim and/or suit. CLEC shall not enter into any settlement of any such demand, claim or suit without the prior written consent of AT&T-NORTH CAROLINA.

6. TERM OF APPENDIX

- 6.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached, or twelve (12) months, whichever occurs later either Party may terminate this Appendix upon one hundred-twenty (120) calendar day's written notice to the other Party.

APPENDIX ITR (Interconnection Trunking Requirements)

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APPENDIX ITR (Interconnection Trunking Requirements)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Interconnection provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC), other than Interconnection for the exchange of 911/E911 Service traffic, which is governed by Appendix 911 NIM and Appendix 911.
- 1.2 This Appendix provides descriptions of the trunking requirements between CLEC and **AT&T-NORTH CAROLINA**. Any references to incoming and outgoing trunk groups are from the perspective of CLEC. The paragraphs below describe the required and optional trunk groups for Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic, InterLATA "Third Party" Traffic, Mass Calling, Operator Services and Directory Assistance traffic.
- 1.3 Local Only and Local Interconnection Trunk Groups may only be used to transport traffic between the Parties' End Users.
- 1.4 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications Inc. d/b/a AT&T-ALABAMA, d/b/a AT&T-FLORIDA, d/b/a AT&T-GEORGIA, d/b/a AT&T-KENTUCKY, d/b/a AT&T-LOUISIANA, d/b/a AT&T-MISSISSIPPI, d/b/a AT&T-NORTH CAROLINA, d/b/a AT&T-SOUTH CAROLINA and d/b/a AT&T-TENNESSEE, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, 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.
- 1.5 Intentionally Omitted.
- 1.6 Intentionally Omitted.
- 1.7 Intentionally Omitted.
- 1.8 Intentionally Omitted.
- 1.9 Intentionally Omitted.
- 1.10 Intentionally Omitted.
- 1.11 Intentionally Omitted.
- 1.12 Intentionally Omitted.
- 1.13 Intentionally Omitted.
- 1.14 Intentionally Omitted.
- 1.15 Intentionally Omitted.
- 1.16 Intentionally Omitted.
- 1.17 Intentionally Omitted.
- 1.18 Intentionally Omitted.
- 1.19 Intentionally Omitted.
- 1.20 Intentionally Omitted.

- 1.21 Intentionally Omitted.
- 1.22 "AT&T-NORTH CAROLINA" means the AT&T-owned ILEC doing business in North Carolina.
- 1.23 Intentionally Omitted.
- 1.24 Intentionally Omitted.
- 1.25 Intentionally Omitted.
- 1.26 Intentionally Omitted.

2. DEFINITIONS

- 2.1 "Access Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among End Office Switches for IXC (Inter-exchange Carrier) carried traffic and IntraLATA Toll Traffic, as well as switching Section 251(b)(5) Traffic and ISP-Bound Traffic.
- 2.2 "End Office" or "End Office Switch" is a switching machine that directly terminates traffic to and receives traffic from purchasers of local exchange services. A PBX is not considered an End Office Switch.
- 2.3 "IntraLATA Toll Traffic" or "IntraLATA Toll" is defined as traffic between one AT&T-NORTH CAROLINA local calling area and the local calling area of another AT&T-NORTH CAROLINA or LEC within one LATA within the respective state.
- 2.4 "IntraLATA Toll Trunk Group" is defined as a trunk group carrying IntraLATA Toll Traffic as defined above.
- 2.5 "ISP-Bound Traffic" is as defined in Attachment: Intercarrier Compensation.
- 2.6 "Local Interconnection Trunk Groups" are one- way or two-way trunk groups used to carry Section 251(b)(5)/IntraLATA Toll Traffic between CLEC End Users and AT&T-NORTH CAROLINA End Users.
 - 2.6.1 They may be established and used as either one-way or two-way (upon mutual agreement) trunk groups in AT&T-NORTH CAROLINA.
- 2.7 "Local/IntraLATA Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among subtending End Office Switches for Section 251(b)(5)/IntraLATA Toll Traffic.
- 2.8 "Local Only Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other End Office Switches for Section 251(b)(5) and ISP-Bound Traffic.
- 2.9 "Local Only Trunk Groups" are two-way trunk groups used to carry Section 251(b)(5) and ISP-Bound Traffic only.
- 2.10 "Local Tandem" refers to any Local Only, Local/IntraLATA, Local/Access or Access Tandem Switch serving a particular local calling area.
- 2.11 Intentionally Omitted.
- 2.12 "Offers Service" is defined as when either Party opens an NPA-NXX, ports a number to serve an End User, or pools a block of numbers to serve End Users.
- 2.13 "Section 251(b)(5) Traffic" is as defined in Attachment: Intercarrier Compensation.
- 2.14 "Section 251(b)(5)/IntraLATA Toll Traffic" shall mean for purposes of this Attachment, (i) Section 251(b)(5) Traffic, (ii) ISP-Bound Traffic, (iii) IntraLATA Toll traffic originating from an End User obtaining local dialtone from CLEC where CLEC is both the Section 251(b)(5) Traffic and IntraLATA Toll provider, and/or (iv) IntraLATA Toll traffic originating from an End User obtaining local dialtone from AT&T-NORTH CAROLINA where AT&T-NORTH CAROLINA is both the Section 251(b)(5) Traffic and IntraLATA Toll provider.

- 2.15 "Third Party Trunk Group" (AT&T-NORTH CAROLINA only) is a trunk group between CLEC and AT&T-NORTH CAROLINA's Tandem that is designated and utilized to transport Traffic that neither originates with nor terminates to an AT&T-NORTH CAROLINA End User, including interexchange traffic (whether IntraLATA or InterLATA) to/from CLEC End Users and IXCs. All such traffic is collectively referred to as Third Party Traffic.

3. ONE-WAY AND TWO-WAY TRUNK GROUPS

- 3.1 CLEC shall issue Access Service Requests (ASRs) for two-way Local Only Trunk Groups, Local Interconnection Trunk Groups and Third Party Trunk Groups. CLEC shall issue ASRs for one-way trunk groups originating at CLEC's switch. AT&T-NORTH CAROLINA shall issue ASRs for one-way trunk groups originating at the AT&T-NORTH CAROLINA switch.
- 3.2 Trunk groups for ancillary services (e.g. OS/DA, BLVI, High Volume Call In, and E911) and Third Party Trunk Groups can be established between CLEC's switch and the appropriate AT&T-NORTH CAROLINA Tandem Switch as further provided in this Appendix ITR.
- 3.3 Two-way Local Interconnection Trunk Groups can be established between CLEC's switch and an AT&T-NORTH CAROLINA Local Tandem or End Office Switch. Two-way Local Only Trunk Groups can be established between CLEC's switch and an AT&T-NORTH CAROLINA Local Tandem. These trunk groups will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible.
- 3.4 Intentionally Omitted.
- 3.5 Intentionally Omitted.
- 3.6 Where available, a trunk group utilization report (TIKI) may be accessed from the AT&T CLEC Online website. The report is provided in an MS-Excel format.

4. TANDEM TRUNKING AND DIRECT END OFFICE TRUNKING

- 4.1 AT&T-NORTH CAROLINA deploys in its network Local Only Tandem Switches, Local/IntraLATA Tandem Switches Local/Access Tandem Switches and Access Tandem Switches. In addition AT&T-NORTH CAROLINA deploys Tandems that switch ancillary traffic such as E911 (E911 Tandem or E911 Selective Routing Tandem), Operator Services/ Directory Assistance (OS/DA Tandem), and Mass Calling (choke Tandem).
- 4.2 Unless CLEC elects to use Multiple Tandem Access as set forth in Section 5.3.1.1.2 below, CLEC shall establish Local Only or Local Interconnection Trunk Groups to all Local Tandems in the LATA in which CLEC Offers Service in AT&T-NORTH CAROLINA. If CLEC Offers Service in a LATA in which there is no AT&T Local Tandem, CLEC shall establish Local Interconnection Trunk Groups to each AT&T-NORTH CAROLINA End Office Switch in that LATA in which it Offers Service. CLEC shall route appropriate traffic (i.e., only traffic to End Offices that subtend that Local Tandem) to the respective AT&T-NORTH CAROLINA Local Tandem on the trunk groups defined below. AT&T-NORTH CAROLINA shall route appropriate traffic to CLEC switches on the trunk groups defined below.
- 4.3 Direct End Office Trunk Group(s) (DEOTs) transport Section 251(b)(5)/IntraLATA Toll Traffic between CLEC's switch and an AT&T-NORTH CAROLINA End Office and are not switched at a Local Tandem location. CLEC shall establish a one-way Direct End Office Trunk Group when actual or projected End Office Section 251(b)(5)/IntraLATA Toll Traffic requires twenty-four (24) or more trunks. Once provisioned, traffic from CLEC to AT&T-NORTH CAROLINA must be redirected to route first to the DEOT with overflow traffic alternate routed to the appropriate AT&T-NORTH CAROLINA Local Tandem. If an AT&T-NORTH CAROLINA End Office does not subtend an AT&T-NORTH CAROLINA Local Tandem, a direct final Direct End Office Trunk Group will be established by CLEC, and there will be no overflow of Section 251(b)(5)/IntraLATA Toll Traffic.

- 4.4 All traffic received by AT&T-NORTH CAROLINA on the DEOT from 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 Switch of a host/remote configuration, CLEC shall establish the DEOT at the host switch. The number of digits to be received by the AT&T-NORTH CAROLINA End Office shall be mutually agreed upon by the Parties. This trunk group shall be one-way (except where the parties have agreed to use two-way trunks).
- 4.5 Trunk Configuration
- 4.5.1 Trunk Configuration – AT&T-NORTH CAROLINA
- 4.5.1.1 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the Bipolar 8 Zero Substitution Extended Super Frame (B8ZS ESF) protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a different appropriate Trunk Type Modifier in the CLCI-Message code.
- 4.5.1.2 Any AT&T-NORTH CAROLINA switch incapable of handling 64CCC traffic will require that Local Interconnection Trunk Groups be established at those switches using Alternate Mark Inversion (AMI).
- 4.5.2 Intentionally Omitted.

5. TRUNK GROUPS

- 5.1 When CLEC Offers Service in a Local Exchange Area or LATA, the following trunk groups shall be used to exchange various types of traffic between CLEC End Users and AT&T-NORTH CAROLINA End Users.
- 5.2 Intentionally Omitted.
- 5.3 Local Only and/or Local Interconnection Trunk Group(s) in Each LATA: AT&T-NORTH CAROLINA
- 5.3.1 Tandem Trunking – AT&T-NORTH CAROLINA
- 5.3.1.1 In AT&T-NORTH CAROLINA
- 5.3.1.1.1 Intentionally Omitted.
- 5.3.1.1.2 Section 251(b)(5)/IntraLATA Toll Traffic shall be routed on Local Interconnection Trunk Groups established at each AT&T-NORTH CAROLINA Access Tandem in the LATA where CLEC homes its NPA/NXX codes for calls destined to or from all AT&T-NORTH CAROLINA End Offices that subtend the designated Access Tandem. These trunk groups shall be one-way except where two-way trunks have been mutually agreed and will utilize Signaling System (SS7) signaling. If CLEC elects not to establish Local Interconnection Trunk Groups as set forth in this Section 5.3.1.1.2 at every Access Tandem switch location in the LATA, CLEC must use Multiple Tandem Access (MTA) to route traffic to End Users through those Access Tandems within the LATA to which CLEC has not established Local Interconnection Trunk Groups pursuant to this Section 5.3.1.1.2. To utilize MTA, CLEC must establish Local Interconnection Trunk Groups to a minimum of one (1) Access Tandem within each LATA as required. AT&T-NORTH CAROLINA will route CLEC originated 251(b)(5)/IntraLATA Toll traffic for LATA-wide transport and termination. Compensation for MTA is described in Section Appendix Intercarrier Compensation, Section 4.8.
- 5.3.2 Intentionally Omitted.
- 5.3.3 Direct End Office Trunking

5.3.3.1 The Parties shall establish one-way Direct End Office Trunk Groups in AT&T-NORTH CAROLINA (except where the parties have agreed to use two-way trunks) for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic where actual or projected traffic demand is or will be twenty-four (24) or more trunks.

5.4 Intentionally Omitted

5.4.1 Intentionally Omitted.

5.4.2 Intentionally Omitted.

5.4.3 Intentionally Omitted.

5.4.4 Intentionally Omitted.

5.4.5 Intentionally Omitted.

5.5 Third Party Trunk Group: AT&T NORTH CAROLINA

5.5.1 Third Party Traffic trunks shall be two-way trunks and must be ordered by CLEC to deliver and receive Third Party Traffic. Establishing Third Party Traffic trunks at Access and Local Tandems provides Intra-Tandem Access to the Third Party also interconnected at those Tandems. CLEC shall be responsible for all recurring and nonrecurring charges associated with Third Party Traffic trunks and facilities.

5.6 800/(8YY) Traffic: AT&T-NORTH CAROLINA

5.6.1 If CLEC chooses AT&T-NORTH CAROLINA to handle 800/(8YY) database queries from its switches, all CLEC originating 800/(8YY) traffic will be routed over the Third Party Trunk Group. This traffic will include a combination of both Interexchange Carrier (IXC) 800/(8YY) service and CLEC 800/(8YY) service that will be identified and segregated by carrier through the database query handled through the AT&T-NORTH CAROLINA Access or Local/Access Tandem Switch.

5.6.2 All originating Toll Free Service 800/(8YY) calls for which CLEC requests that AT&T-NORTH CAROLINA perform the Service Switching Point ("SSP") function (e.g. perform the database query) shall be delivered using GR-394 format over the Third Party Trunk Group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

5.6.3 CLEC may handle its own 800/(8YY) database queries from its switch. If so, CLEC will determine the nature (local/intraLATA/interLATA) of the 800/(8YY) call based on the response from the database. If the query determines that the call is a local or IntraLATA 800/(8YY) number, CLEC will route the post-query local or IntraLATA converted ten-digit local number to AT&T-NORTH CAROLINA over the Local Interconnection Trunk Group. In such case, CLEC is to provide an 800/(8YY) billing record when appropriate. If the query reveals the call is an InterLATA 800/(8YY) number, CLEC will route the post-query inter-LATA call (800/(8YY) number) directly from its switch for carriers interconnected with its network or over the Third Party Trunk Group to carriers not directly connected to its network but are connected to AT&T-NORTH CAROLINA's Access or Local/Access Tandem Switch. Calls will be routed to AT&T-NORTH CAROLINA over the Local Only and/or Local Interconnection Trunk Groups or Third Party Trunk Groups within the LATA in which the calls originate.

5.6.4 All post-query Toll Free Service 800/(8YY) calls for which CLEC performs the SSP function, if delivered to AT&T-NORTH CAROLINA, shall be delivered using GR-394 format over the Third Party Trunk Group for calls destined to IXCs, or shall be delivered by CLEC using GR-317 format over the Local Only and/or Local Interconnection Trunk Group for calls destined to End Offices that directly subtend the tandem.

5.7 High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group: AT&T-NORTH CAROLINA

5.7.1 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 signaling. 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. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. The Parties will not exchange live traffic until successful testing is completed by both Parties.

5.7.2 This group shall be sized as follows:

<i>Number of Access Lines Served</i>	<i>Number of Mass Calling Trunks</i>
<i>0 – 10,000</i>	<i>2</i>
<i>10,001 – 20,000</i>	<i>3</i>
<i>20,001 – 30,000</i>	<i>4</i>
<i>30,001 – 40,000</i>	<i>5</i>
<i>40,001 – 50,000</i>	<i>6</i>
<i>50,001 – 60,000</i>	<i>7</i>
<i>60,001 – 75,000</i>	<i>8</i>
<i>75,000 +</i>	<i>9 maximum</i>

5.7.3 If CLEC should acquire a HVCI/Mass Calling customer, i.e. a radio station, CLEC shall notify AT&T-NORTH CAROLINA at least 60 days in advance of the need to establish a one-way outgoing SS7 or MF trunk group from the AT&T-NORTH CAROLINA HVCI/Mass Calling Serving Office to the CLEC customer's serving office. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.7.4 If CLEC finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, CLEC may request a meeting to coordinate with AT&T-NORTH CAROLINA the assignment of HVCI/Mass Calling telephone number from the existing choke NXX. In the event that the CLEC establishes a new choke NXX, CLEC must notify AT&T-NORTH CAROLINA a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX. AT&T-NORTH CAROLINA will perform the necessary translations in its End Offices and Tandem(s) and issue ASRs to establish a one-way outgoing SS7 or MF trunk group from the AT&T-NORTH CAROLINA Public Response HVCI/Mass Calling Network Access Tandem to CLEC's choke serving office.

5.7.5 Intentionally Omitted.

5.8 Operator Services/Directory Assistance Trunk Group(s)

5.8.1 Terms and Conditions for Inward Assistance Operator Services are found in Appendix INW.

5.8.2 If AT&T-NORTH CAROLINA agrees through a separate appendix or contract to provide Directory Assistance and/or Operator Services for CLEC the following trunk groups are required:

5.8.2.1 Directory Assistance (DA)

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

5.8.2.2 Directory Assistance Call Completion (DACC)

5.8.2.2.1 CLEC contracting for DA services may also contract for DACC. This requires a segregated one-way trunk group to each AT&T-NORTH CAROLINA Operator Services Tandem within the LATA for the combined DA and DACC traffic. This trunk group is provisioned as one-way outgoing only and utilizes Modified

Operator Services Signaling (2 Digit ANI). CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.8.2.3 Busy Line Verification/Emergency Interrupt (BLV/EI)

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

5.8.2.4 Operator Assistance (0+, 0-)

5.8.2.4.1 This service requires a one-way trunk group from CLEC switch to AT&T-NORTH CAROLINA'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. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

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

5.8.2.6 Digit-Exchange Access Operator Services Signaling

5.8.2.6.1 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the equal access End Offices (EAEO) to the Operator Services switch that are equipped to accept 10 Digit Signaling for Automatic Number Identification (ANI).

5.8.2.7 OS Questionnaire

5.8.2.7.1 If CLEC chooses AT&T-NORTH CAROLINA to provide either OS and/or DA, then CLEC agrees to accurately complete the OS Questionnaire prior to submitting ASRs for OS and DA trunks.

6. TRUNK FORECASTING RESPONSIBILITIES: AT&T-NORTH CAROLINA

6.1 CLEC agrees to provide an initial forecast for all trunk groups described in this Appendix ITR. AT&T-NORTH CAROLINA shall review this trunk forecast and provide any additional information that may impact the trunk forecast information provided by CLEC. Subsequent trunk forecasts shall be provided on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the AT&T-NORTH CAROLINA General Trunk Forecast. AT&T-NORTH CAROLINA agrees to provide to CLEC its latest annual forecast for the trunk groups described in this Appendix ITR as AT&T-NORTH CAROLINA's initial forecast. AT&T-NORTH CAROLINA shall provide subsequent forecasts on an annual basis, not later than January 1. The Parties agree to the use of Common Language Location Identification (CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-MSG) which is described in TELCORDIA TECHNOLOGIES documents BR795-100-100 and BR795-400-100 respectively. Inquiries pertaining to use of TELCORDIA TECHNOLOGIES Common Language Standards and document availability should be directed to TELCORDIA TECHNOLOGIES at 1-800-521-2673.

6.2 The semi-annual forecasts shall include:

6.2.1 Yearly forecasted trunk quantities for all trunk groups required in this Appendix for a minimum of three (current plus 2 future) years; and

- 6.2.2 A description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders greater than four (4) DS1s, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.
- 6.2.3 The Parties shall agree on these forecasts to ensure efficient trunk utilization. For forecast quantities that are in dispute, the Parties shall make all reasonable efforts to develop a mutually agreeable forecast.
- 6.2.4 Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as mutually agreed to by the Parties. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate these orders.
- 6.3 CLEC shall be responsible for forecasting two-way trunk groups. AT&T-NORTH CAROLINA shall be responsible for forecasting the one-way trunk groups terminating to CLEC and CLEC shall be responsible for forecasting the one-way trunk groups terminating to AT&T-NORTH CAROLINA, unless otherwise specified in this Appendix.
- 6.4 Each Party shall provide a specified point of contact for planning and forecasting purposes.

7. TRUNK DESIGN BLOCKING CRITERIA: AT&T-NORTH CAROLINA

- 7.1 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 (using Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).

TABLE 1

<u>Trunk Group Type</u>	<u>Design Blocking Objective</u>
Local Interconnection Trunk Group - Direct End Office (Primary High)	ECCS*
Local Interconnection Trunk Group - Direct End Office (Final)	2%
IntraLATA Toll Trunk Group (Local/Access or Access Tandem Switch)	1%
Local Interconnection Trunk Group (Local Tandem)	1%
E911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	1%
Busy Line Verification/Emergency Interrupt	1%
Third Party (<u>AT&T NORTH CAROLINA</u> only)	1%

*During implementation the Parties will mutually agree on an Economic Centum Call Seconds (ECCS) or some other means for the sizing of this trunk group.

8. TRUNK SERVICING: AT&T-NORTH CAROLINA

- 8.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). CLEC will have administrative control for the purpose of issuing ASRs on two-way trunk groups.
- 8.2 Both Parties will jointly manage the capacity of Local Only, Local Interconnection, and Third Party Trunk Groups. Both Parties may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Local Only, Local Interconnection, and Third Party Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. TELCORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR. Contact TELCORDIA TECHNOLOGIES at 1-800-521-2673 regarding the documentation availability and use of this form.

8.3 Utilization: Utilization shall be defined as Trunks Required as a percentage of Trunks In Service.

8.3.1 In A Blocking Situation (Over-utilization)

- 8.3.1.1 In a blocking situation, CLEC is responsible for issuing ASRs on all two-way Local Only, Local Interconnection and Third Party Trunk Groups and one-way CLEC originating Local Only and/or Local Interconnection Trunk Groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, AT&T-NORTH CAROLINA will issue a TSGR. CLEC will issue an ASR within three (3) business days after receipt and review of the TSGR. CLEC will note "Service Affecting" on the ASR.
- 8.3.1.2 In a blocking situation, AT&T-NORTH CAROLINA is responsible for issuing ASRs on one-way AT&T originating Local Only and/or Local Interconnection Trunk Groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, CLEC will issue a TSGR. AT&T-NORTH CAROLINA will issue an ASR within three (3) business days after receipt and review of the TSGR.
- 8.3.1.3 If an alternate final Local Only Trunk Group or Local Interconnection Trunk Group is at seventy-five percent (75%) utilization, a TSGR is sent to CLEC for the final and all subtending high usages that are contributing any amount of overflow to the alternate final route.
- 8.3.1.4 If a direct final Third Party Trunk Group is at ninety percent (90%) utilization, a TSGR shall be sent to CLEC.

8.3.2 Underutilization

- 8.3.2.1 Underutilization of Local Only Trunk Groups, Local Interconnection Trunk Groups and Third Party Trunk Groups exists when provisioned capacity is greater than the current need. Those situations where more capacity exists than actual usage requires will be handled in the following manner:
 - 8.3.2.1.1 If a Local Only Trunk Group, Local Interconnection Trunk Group or a Third Party Trunk Group is under eighty percent (80%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the Local Only Trunk Group, Local Interconnection Trunk Group or the Third Party Trunk Group, which shall be left with not less than fifteen percent (15%) excess capacity. In all cases, grade of service objectives shall be maintained.
 - 8.3.2.1.2 Either Party may send a TSGR to the other Party to trigger changes to the Local Only Trunk Groups, Local Interconnection Trunk Groups or Third Party Trunk Groups based on capacity assessment. Upon receipt of a TSGR, the receiving Party will issue an ASR to the other Party within twenty (20) business days after receipt of the TSGR.
 - 8.3.2.1.3 Upon review of the TSGR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within the twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TSGR.
 - 8.3.2.1.4 If AT&T-NORTH CAROLINA does not receive an ASR, or if CLEC does not respond to the TSGR by scheduling a joint discussion within the twenty (20) business day period, AT&T-NORTH CAROLINA will attempt to contact CLEC to schedule a joint planning discussion. If CLEC will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks operational, AT&T-NORTH CAROLINA reserves the right to issue ASRs to resize the Local Only Trunk Groups, Local Interconnection Trunk Groups, or Third Party Trunk Groups.

8.3.3 Trunk Servicing – AT&T-NORTH CAROLINA

8.3.3.1 The Parties will process trunk service requests submitted via a properly completed ASR within ten (10) business days of receipt of such ASR unless defined as a major project. Incoming orders will be screened by AT&T-NORTH CAROLINA trunk engineering personnel for reasonableness based upon current utilization and/or consistency with forecasts. If the nature and necessity of an order requires determination, the ASR will be placed in held status, and a Joint Planning discussion conducted. Parties agree to expedite this discussion in order to minimize delay in order processing. Extension of this review and discussion process beyond two days from ASR receipt will require the ordering Party to Supplement the order with proportionally adjusted Customer Desired Due Dates. Facilities must also be in place before trunk orders can be completed.

8.4 Projects require the coordination and execution of multiple orders or related activities between and among AT&T-STATE and CLEC work groups, including but not limited to the initial establishment of Local Only, Local Interconnection or Third Party Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

8.4.1 Orders that comprise a project, i.e. greater than four (4) DS1s, shall be submitted at the same time, and their implementation shall be jointly planned and coordinated.

8.5 Projects-Tandem Rehomes/Switch Conversion/Major Network Projects

8.5.1 AT&T-NORTH CAROLINA will advise CLEC of all projects significantly affecting CLEC trunking. Such Projects may include Tandem Rehomes, Switch Conversions and other major network changes. An Accessible Letter with project details will be issued at least 6 months prior to the project due dates. AT&T-NORTH CAROLINA will follow with a Trunk Group Service Request (TGSR) approximately 4 to 6 months before the due date of the project. A separate TGSR will be issued for each CLEC trunk group and will specify the required CLEC ASR issue date. Failure to submit ASR(s) by the required date may result in AT&T-NORTH CAROLINA ceasing to deliver traffic until the ASR(s) are received and processed.

8.6 CLEC Ordering Processes

8.6.1 Where AT&T-NORTH CAROLINA is ordering Interconnection to CLEC's network, AT&T-NORTH CAROLINA will follow CLEC's ordering processes as posted on CLEC's website

9. INTENTIONALLY OMITTED

10. NETWORK MANAGEMENT: AT&T-NORTH CAROLINA

10.1 Restrictive Controls

10.1.1 Either Party may use protective network traffic management controls such as 7-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. CLEC and AT&T-NORTH CAROLINA will immediately notify each other of any protective control action planned or executed.

10.2 Expansive Controls

10.2.1 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.

10.3 Mass Calling

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

11. OUT OF EXCHANGE TRAFFIC

- 11.1 Interconnection services are available in accordance with section 251(a)(1) of the Act for the purposes of exchanging traffic to/from a non-AT&T incumbent exchange and consistent with the Appendix Out of Exchange Traffic.

12. SWITCHED ACCESS TRAFFIC

- 12.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an End User in one local exchange and delivered for termination to an End User in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in AT&T-NORTH CAROLINA's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the End User's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology and terminates over a Party's circuit switch. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:

- (i) IntraLATA toll Traffic or Optional EAS Traffic from a CLEC End User that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider,
- (ii) IntraLATA toll Traffic or Optional EAS Traffic from an AT&T End User that obtains local dial tone from AT&T where AT&T is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;
- (iii) Switched Access Traffic delivered to AT&T from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or
- (iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over Interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party.

Notwithstanding anything to the contrary in this Agreement, each Party reserves its rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361 (Released April 21, 2004). The Parties shall promptly amend this Agreement to comply with any FCC or Commission decisions that modify the definition of Switched Access Traffic.

- 12.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 12.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 12.1(iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other Party, the terminating Party may file a complaint or take other appropriate action with the applicable Commission in order to seek removal of the traffic from Local Interconnection Trunk Groups or appropriate compensation, from the third party competitive local exchange carrier delivering such traffic.

APPENDIX INW

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APPENDIX INW (Inward Assistance Operator Services)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Inward Assistance Operator Services for switched-based CLEC's or CLEC's leasing Lawful unbundled switched ports as provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications Inc. d/b/a AT&T-ALABAMA, d/b/a AT&T-FLORIDA, d/b/a AT&T-GEORGIA, d/b/a AT&T-KENTUCKY, d/b/a AT&T-LOUISIANA, d/b/a AT&T-MISSISSIPPI, d/b/a AT&T-NORTH CAROLINA, d/b/a AT&T-SOUTH CAROLINA and d/b/a AT&T-TENNESSEE, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, 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 Intentionally Omitted.
- 1.4 Intentionally Omitted.
- 1.5 Intentionally Omitted.
- 1.6 Intentionally Omitted.
- 1.7 Intentionally Omitted.
- 1.8 Intentionally Omitted.
- 1.9 Intentionally Omitted.
- 1.10 Intentionally Omitted.
- 1.11 Intentionally Omitted.
- 1.12 Intentionally Omitted.
- 1.13 Intentionally Omitted.
- 1.14 Intentionally Omitted.
- 1.15 Intentionally Omitted.
- 1.16 Intentionally Omitted.
- 1.17 Intentionally Omitted.
- 1.18 **AT&T-NORTH CAROLINA** - As used herein, **AT&T-NORTH CAROLINA** means BellSouth Telecommunications Inc. d/b/a AT&T North Carolina, the applicable AT&T-owned ILEC doing business in North Carolina.
- 1.19 Intentionally Omitted.
- 1.20 Intentionally Omitted.
- 1.21 Intentionally Omitted.
- 1.22 Intentionally Omitted.
- 1.23 Intentionally Omitted.

1.24 Intentionally Omitted.

2. SERVICES

2.1 Where technically feasible and available, AT&T-NORTH CAROLINA Inward Assistance Operator will provide the following assistance or services when reached by an operator dialing the appropriate Toll Center Code in addition to the inward code.

2.1.1 General Assistance on calls where an attempt to connect the call is required by a local operator.

2.1.2 Busy Line Verification (BLV) service and Busy Line Verification/Interrupt (BLV/I) service.

3. DEFINITIONS

3.1 "**General Assistance**" - A service in which an operator calls the Inward Assistance operator seeking assistance in dialing a number. The assistance could be required, for example, for attempting to dial a number where a 'no ring' condition has been encountered.

3.2 "**Busy Line Verification**" - A service in which an operator asks the Inward Assistance operator to verify a conversation in progress.

3.3 "**Busy Line Verification/ Interrupt**" - A service in which an operator asks the Inward Assistance operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.

3.4 "**Toll Center Code**" - Refers to a three digit Access Tandem Code (ATC) code that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions. An operator dials the appropriate area code + ATC + OPR SVC CODE to obtain Inward Assistance.

3.5 "**Operator Service Code**" - Refers to the operator dialable code assigned in the LERG for Inward Assistance.

4. RESPONSIBILITIES OF THE PARTIES

4.1 To the extent that a Party elects, in its sole discretion, to interconnect with the other Party's Operator assistance switches, the Parties' responsibilities are described below:

4.1.1 It is the responsibility of CLEC to order the necessary facilities to interconnect with AT&T-NORTH CAROLINA's Operator assistance switch(es). It is the responsibility of AT&T-NORTH CAROLINA to provide the necessary facilities to CLEC's point of presence in the local exchange area/LATA to interconnect with CLEC's Operator assistance switches.

4.1.2 CLEC will initiate an ASR for a one-way trunk group from its designated Operator assistance switch to the AT&T-NORTH CAROLINA Operator assistance switch utilizing MF signaling. Likewise, AT&T-NORTH CAROLINA will initiate an ASR for a one-way MF signaling trunk group from its Operator assistance switch to CLEC's designated Operator assistance switch.

4.2 CLEC will furnish request for service in writing to AT&T-NORTH CAROLINA, thirty calendar (30) days in advance of the date when the Inward Assistance Operator Services are to be undertaken, unless otherwise agreed to by AT&T-NORTH CAROLINA. CLEC or its designated operator services providers shall submit Access Service Requests (ASRs) to AT&T-NORTH CAROLINA to establish any new interconnection trunking arrangements.

4.3 The requester of this Inward Assistance Operator Services service agreement must provide one Carrier Identification Code (CIC) for its CLEC or Independent Exchange Carrier business operation and one for its InterExchange Carrier (IXC) business operation if the requesting company wishes to receive billing data in a format that separates the service provided to the two business operations.

5. TOLL CENTER CODES

- 5.1 Toll Center Codes will be used by the CLEC Operators for routing and connecting to the AT&T-NORTH CAROLINA Operator assistance switches. These codes are specific to the various AT&T-NORTH CAROLINA LATAs where AT&T-NORTH CAROLINA Operator assistance switches are located.
- 5.2 AT&T-NORTH CAROLINA Operator Services will require a Toll Center Code for the CLEC Operator Services assistance switch. This code will be the routing code used for connecting the AT&T-NORTH CAROLINA Operator to the CLEC Operator on an Inward basis.
- 5.3 If CLEC requires establishment of a new Toll Center Code, CLEC shall do so by referencing the Local Exchange Routing Guide (LERG).

6. PRICING

- 6.1 AT&T-NORTH CAROLINA - Pricing for Inward Assistance Operator Services shall be based on the rates specified in the applicable Pricing Schedule (Operator work seconds) and/or the applicable Commission ordered tariff where stated.

7. MONTHLY BILLING

- 7.1 AT&T-NORTH CAROLINA will render monthly billing statements to CLEC, and remittance in full will be due within thirty (30) days of receipt. CLEC will render monthly billing to AT&T-NORTH CAROLINA and remittance in full will be due within thirty (30) days of receipt.

8. LIABILITY

- 8.1 CLEC agrees to defend and hold harmless AT&T-NORTH CAROLINA from any and all losses, damages, or other liability including attorneys fees that the carrier may incur as a result of claims, demands, wrongful death actions, or other suits brought by any party that arise out of the carrier's operator use of Inward Assistance Operator Services on the behalf of the carrier's End Users. CLEC shall defend against all End User claims just as if the carrier operator had provided such service to its End User directly and shall assert its tariff limitation of liability for benefit of both AT&T-NORTH CAROLINA and carrier.
- 8.2 CLEC also agrees to release, defend and hold harmless AT&T-NORTH CAROLINA from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by AT&T-NORTH CAROLINA employees and equipment associated with provision of the Inward Assistance Operator Services. This provision includes but is not limited to suits, claims, and demands arising from disclosure of the telephone number, address, or name associated with the telephone called.

9. TERMS OF APPENDIX

- 9.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached or twelve (12) months, whichever occurs later, either Party may terminate this Appendix upon one hundred-twenty (120) calendar days written notice to the other Party.
- 9.2 If CLEC terminates this Appendix prior to the expiration of the term of this Appendix, CLEC shall pay AT&T-NORTH CAROLINA, within thirty (30) days of the issuance of any bills by AT&T-NORTH CAROLINA, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by AT&T-NORTH CAROLINA pursuant to this Appendix prior to its termination.
- 9.3 The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in the Pricing Schedule.

APPENDIX 911

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APPENDIX 911

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions by which the applicable AT&T Inc. (AT&T)-owned Incumbent Local Exchange Carrier (ILEC) and CLEC will provide each other with access to the applicable 911 and E911 Databases and provide Interconnection and Call Routing for purposes of 911 call completion to Public Safety Answering Point (PSAPs) as required by Section 251 of the Act.
- 1.2 The Parties acknowledge and agree that the Parties can only provide 911/E911 Service in a territory where the Party is the E911 network provider, and then only that E911 Service configuration as purchased by the E911 Customer. The Parties' E911 Selective Routers and E911 Database Management System are by mutual agreement being provided under this Agreement on an "as is" basis.
- 1.3 Each Party shall provide access to its respective E911 Selective Routers as described herein only where a PSAP and/or E911 Customer served by the E911 Selective Routers has requested and approved the Party to carry E911 Emergency Services call.
- 1.4 If a 911/E911 Customer requests either Party to establish a PSAP to PSAP transfer arrangement, each Party will work independently with its respective 911/E911 Customer to determine its respective 911/E911 Customer's transfer service expectations, and each Party shall work cooperatively with the other Party to effectuate the requested transfer arrangement where technically feasible. A PSAP to PSAP transfer arrangement will be implemented where deemed technically feasible and when each 911/E911 Customer has approved the PSAP to PSAP transfer arrangement.

2. DEFINITIONS

- 2.1 "**911 Service**" means a service that uses a universal telephone number to provide the public access to the PSAP by dialing 911. Basic 911 Service collects 911 calls from one or more local exchange switches that serve a geographic area.
- 2.2 "**911 System**" or "**E911 System**" means the set of network, database and customer premise equipment (CPE) components required to provide 911 Service.
- 2.3 "**911 Trunk**" or "**E911 Trunk**" means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from AT&T-NORTH CAROLINA or CLEC to the E911 System.
- 2.4 "**911 Selective Router Trunk**" or "**E911 Selective Router Trunk**" means a trunk from a Selective Router capable of transmitting Automatic Number Identification (ANI) associated with an End User call to 911. The 911 Selective Router Trunk may be between a Selective Router and a PSAP or between Selective Routers. The latter configuration may also be known as an inter-Selective Router Trunk.
- 2.5 "**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.
- 2.6 "**Automatic Number Identification**" or "**ANI**" means the telephone number associated with a communications device that originates an emergency call, which is the number used to route an E911 call to the appropriate PSAP for use in retrieving the associated ALI record for display to the call taker, the access line from which a call to 911 originates.
- 2.7 "**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.
- 2.8 "**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 E911 Systems.

- 2.9 **"Designated 911/E911 Service Provider"** means the entity designated by the 911/E911 Customer to provide 911 services to the PSAPs in their jurisdictional serving area.
- 2.10 **"911/E911 Customer"** or **"PSAP"** 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.
- 2.11 **"E911 Universal Emergency Number Service"** (also referred to as **"Enhanced 911 Service"**) or **"E911 Service"** is a 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.
- 2.12 **"Emergency Services"** means police, fire, ambulance, rescue, and medical services.
- 2.13 **"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).
- 2.14 **"End Office"** or **"End Office Switch"** means a switching machine that directly terminates traffic to and receives traffic from End Users purchasing local exchange services. A PBX is not considered an End Office Switch.
- 2.15 **"Master Street Address Guide"** means a database of street names and house number ranges within their associated communities defining Emergency Service Zones (ESZs) and their associated Emergency Service Numbers (ESNs) to enable proper routing of E911 calls.
- 2.16 **"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, recommend standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.
- 2.17 **"Pseudo-ANI"** or **"pANI"** means a telephone number used to support routing of wireless 911 calls or nomadic VoIP 911 calls. It may identify a wireless cell, cell sector or PSAP to which the call should be routed. Pseudo-ANI is also known as routing number.
- 2.18 Intentionally Omitted.
- 2.19 **"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.
- 2.20 **"Selective Routing"** means the routing and equipment used at a **"E911 Selective Router"** or **"911/E911 Tandem"** to route a 911 call to the proper PSAP based upon the number and location of the caller. Selective Routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.
- 2.21 **"Shell Records"** means those database records associated with Pseudo-ANI telephone numbers. Shell Records facilitate call delivery and the appropriate ALI display for wireless 9-1-1 calls and nomadic VoIP 911 calls.

- 2.22 "Interconnected Voice over Internet Protocol Service" or "Interconnected VoIP Service" means a service that: (1) enables real-time, two-way voice communications; (2) requires a broadband connection from the user's location; (3) requires IP-compatible customer premises equipment (CPE); and (4) permits users to generally receive calls that originate on the public switched telephone network and to terminate calls to the public switched telephone network.

3. AT&T-NORTH CAROLINA RESPONSIBILITIES WHERE AT&T-NORTH CAROLINA IS THE DESIGNATED 911/E911 SERVICE PROVIDER

- 3.1 AT&T-NORTH CAROLINA shall provide and maintain such equipment at the AT&T-NORTH CAROLINA E911 Selective Router and the DBMS as is necessary to provide CLEC E911 Emergency Services at parity with that of AT&T-NORTH CAROLINA retail End Users. AT&T-NORTH CAROLINA shall provide CLEC access to the AT&T-NORTH CAROLINA 911 System as described in this section.
- 3.2 Call Routing
- 3.2.1 AT&T-NORTH CAROLINA will route 911 calls from the AT&T-NORTH CAROLINA E911 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-NORTH CAROLINA will forward the calling party number (ANI) it receives from CLEC and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by CLEC, AT&T-NORTH CAROLINA will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by the CLEC, but no ALI record is found in the E911 DBMS, AT&T-NORTH CAROLINA will report this "No Record Found" condition to the CLEC in accordance with NENA standards.
- 3.3 Facilities and Trunking
- 3.3.1 AT&T-NORTH CAROLINA shall provide and maintain sufficient dedicated E911 Selective Router Trunks from AT&T-NORTH CAROLINA's E911 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-NORTH CAROLINA will, if requested, provide facilities to interconnect the CLEC to the AT&T-NORTH CAROLINA E911 Selective Router, as specified in the applicable AT&T-NORTH CAROLINA Appendix Pricing or tariff. Additionally, when diverse facilities are requested by CLEC, AT&T-NORTH CAROLINA will provide such diversity where technically feasible, as specified in Appendix Pricing or at standard AT&T-NORTH CAROLINA tariff rates.
- 3.4 Database
- 3.4.1 Where AT&T-NORTH CAROLINA is designated by the E911 Customer to manage the E911 Database AT&T-NORTH CAROLINA shall provide CLEC access to the AT&T-NORTH CAROLINA E911 Database to store CLEC's End User 911 Records (e.g., the name, address, and associated telephone number(s) for each of CLEC's End Users). CLEC or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.
- 3.4.2 Where AT&T-NORTH CAROLINA manages the E911 Database, AT&T-NORTH CAROLINA shall coordinate access to the AT&T-NORTH CAROLINA DBMS for the initial loading and updating of CLEC End User 911 Records by CLEC.
- 3.4.3 Where AT&T-NORTH CAROLINA manages the E911 Database, AT&T-NORTH CAROLINA's E911 Database shall accept electronically transmitted files that are based upon NENA recommended standards. Manual (i.e. facsimile) entry shall be utilized only in the event that the DBMS is not functioning properly.
- 3.4.4 Where AT&T-NORTH CAROLINA manages the E911 Database, AT&T-NORTH CAROLINA shall provide an initial MSAG load and updates to CLEC for use in submitting MSAG valid End User

record information to AT&T-NORTH CAROLINA's DBMS for those E911 Selective Routers that CLEC has End Users. CLEC shall be responsible for accepting and maintaining the updates from AT&T-NORTH CAROLINA. AT&T-NORTH CAROLINA will make updates available as frequently as each state's system currently provides.

4. CLEC RESPONSIBILITIES WHERE AT&T-NORTH CAROLINA IS THE DESIGNATED 911/E911 SERVICE PROVIDER

4.1 Call Routing

- 4.1.1 CLEC will transport 911 calls to each Point of Interconnection (POI). AT&T-NORTH CAROLINA shall transport CLEC traffic from the POI(s) to the AT&T-NORTH CAROLINA Selective Router. CLEC may utilize its own facilities or the facilities of another carrier.
- 4.1.2 CLEC will forward the ANI information of the party calling 911 to the AT&T-NORTH CAROLINA E911 Selective Router.

4.2 Facilities and Trunking

- 4.2.1 CLEC shall provide interconnection trunking at each AT&T-NORTH CAROLINA 911 Selective Router that serves the exchange areas in which CLEC is authorized to and Offers Service.
- 4.2.2 CLEC acknowledges that its End Users in a single local calling scope may be served by different E911 Selective Routers and 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 CLEC shall provide a minimum of two (2) one-way outgoing E911 Trunk(s) dedicated for originating 911 emergency service calls to from the E911 Selective Router to the AT&T-NORTH CAROLINA E911 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 CLEC is responsible for providing a separate E911 Trunk group for each county or other geographic area that the CLEC serves if the E911 Customer for such county or geographic area has a specified varying default routing condition. Where MF signalling is used and 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.
 - 4.2.3.2 CLEC shall segregate wireless traffic on separate E911 Trunk(s) groups following the same requirements outlined in 4.2.3 and 4.2.3.1.
- 4.2.4 CLEC shall maintain facility transport capacity sufficient to route 911 traffic over trunks dedicated for 911 interconnection between the CLEC switch and the AT&T-NORTH CAROLINA E911 Selective Router.
- 4.2.5 CLEC shall order via Access Service Request (ASR) sufficient trunking to route CLEC's originating 911 calls to the designated AT&T-NORTH CAROLINA E911 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. CLEC is responsible for initiating trunking and facility orders for diverse routes for 911 interconnection.
- 4.2.7 CLEC is responsible for determining the proper quantity of trunks from its switch(es) to interconnect with the AT&T-NORTH CAROLINA E911 Selective Router.

- 4.2.8 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 CLEC shall monitor its 911 Trunks for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional 911 trunks are needed to meet the current level of 911 call volumes, CLEC shall provision additional 911 Trunks for interconnection with AT&T-NORTH CAROLINA.
- 4.2.10 CLEC is responsible for the isolation, coordination and restoration of all 911 facility and trunking maintenance problems from CLEC's demarcation (for example, collocation) to the AT&T-NORTH CAROLINA 911 Selective Router(s). CLEC is responsible for advising AT&T-NORTH CAROLINA of the 911 Trunk identification and the fact that the trunks are dedicated for 911 traffic when notifying AT&T-NORTH CAROLINA of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. AT&T-NORTH CAROLINA will refer network trouble to CLEC if no defect is found in AT&T-NORTH CAROLINA's 911 network. The Parties agree that 911 network problem will be managed expeditiously and the Parties will work cooperatively until problems are resolved.
- 4.3 Database
- 4.3.1 Once the 911 interconnection between CLEC and AT&T-NORTH CAROLINA has been established and tested, CLEC or its representatives shall be responsible for providing CLEC's End User 911 Records to AT&T-NORTH CAROLINA for inclusion in AT&T-NORTH CAROLINA's DBMS on a timely basis.
- 4.3.2 CLEC or its agent shall provide initial and ongoing updates of CLEC's End User 911 Records that are MSAG-valid in the electronic format established by AT&T-NORTH CAROLINA.
- 4.3.3 CLEC shall adopt use of a Company ID on all CLEC End User 911 Records in accordance with industry standards.
- 4.3.4 CLEC is responsible for providing AT&T-NORTH CAROLINA updates to the E911 database; in addition, CLEC is responsible for correcting any errors that may occur during the entry of its data to the AT&T-NORTH CAROLINA 911 DBMS.

5. CLEC RESPONSIBILITIES WHERE CLEC IS DESIGNATED 911/E911 SERVICE PROVIDER

- 5.1 CLEC shall provide and maintain such equipment at the CLEC E911 Selective Router and the DBMS as is necessary to provide to AT&T-NORTH CAROLINA E911 Emergency Services at parity with that of CLEC's End Users. CLEC shall provide AT&T-NORTH CAROLINA access to CLEC's 911 System as described in this Section.
- 5.2 Call Routing
- 5.2.1 CLEC will route 911 calls from the CLEC E911 Selective Router to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.
- 5.2.2 CLEC will forward the calling party number (ANI) it receives from AT&T-NORTH CAROLINA and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by AT&T-NORTH CAROLINA, CLEC will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by AT&T-NORTH CAROLINA, but no ALI record is found in the E911 DBMS, CLEC will report this "No Record Found" condition to AT&T-NORTH CAROLINA in accordance with NENA standards.
- 5.3 Facilities and Trunking

5.3.1 CLEC shall provide and maintain sufficient dedicated E911 Selective Router Trunks from CLEC's E911 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.

5.4 Database

5.4.1 Where CLEC manages the E911 Database, CLEC shall provide AT&T-NORTH CAROLINA access to the E911 Database to store AT&T-NORTH CAROLINA's End User 911 Records (e.g., the name, address, and associated telephone number(s) for each of AT&T-NORTH CAROLINA's End Users). AT&T-NORTH CAROLINA or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.

5.4.2 Where CLEC manages the E911 Database, CLEC shall coordinate access to the CLEC DBMS for the initial loading and updating of AT&T-NORTH CAROLINA End User 911 Records by AT&T-NORTH CAROLINA.

5.4.3 Where CLEC manages the E911 Database, CLEC's E911 Database shall accept electronically transmitted files that are based upon NENA recommended standards. Manual (i.e., facsimile) entry shall be utilized only in the event that the DBMS is not functioning properly.

5.4.4 Where CLEC manages the E911 Database, CLEC shall provide an initial MSAG load and daily updates to AT&T-NORTH CAROLINA for use in submitting MSAG valid End User record information to CLEC's DBMS. AT&T-NORTH CAROLINA shall be responsible for accepting and maintaining the daily updates from CLEC.

6. AT&T-NORTH CAROLINA RESPONSIBILITIES WHERE CLEC IS THE DESIGNATED 911/E911 SERVICE PROVIDER

6.1 Call Routing

6.1.1 AT&T-NORTH CAROLINA will transport 911 calls from its End Offices to the CLEC POI(s). This traffic may be aggregated but not switched after AT&T-NORTH CAROLINA End Office origination and prior to delivery to the CLEC E911 Selective Router. In the event AT&T-NORTH CAROLINA's End Office has End Users served by more than one E911 Selective Router network, AT&T-NORTH CAROLINA will transport 911 calls from its End Offices to the AT&T-NORTH CAROLINA E911 Selective Router location.

6.1.1.1 Where an End Office serves End Users both within and outside of the CLEC network serving area, AT&T-NORTH CAROLINA shall work cooperatively with CLEC and the affected E911 Customer(s) (i) to establish call routing and/or call handoff arrangements, (ii) to establish which E911 Service provider will serve as the "primary" Selective Routing provider for direct trunking from the split wire center, determined by a clear majority based on the Number of Access Lines (NALs) served by the Designated Primary Wireline Service Provider; and (iii) to establish which 911/E911 Service provider will serve as the "secondary" Selective Routing provider receiving a call hand-off from the primary Selective Routing provider.

6.1.1.2 Intentionally Omitted.

6.1.1.3 Intentionally Omitted.

6.1.2 AT&T-NORTH CAROLINA will forward the ANI information of the party calling 911 to the CLEC E911 Selective Router.

6.2 Facilities and Trunking

6.2.1 AT&T-NORTH CAROLINA shall order via ASR E911 Trunking with each CLEC E911 Selective Router that serves the exchange areas in which AT&T-NORTH CAROLINA is authorized to and will provide telephone exchange service.

- 6.2.2 AT&T-NORTH CAROLINA acknowledges that its End Users in a Wire Center may be served by different E911 Selective Routers, and AT&T-NORTH CAROLINA shall be responsible for providing interconnection facilities to route 911 calls from its End Users to the proper CLEC POI(s).
- 6.2.3 AT&T-NORTH CAROLINA shall provide a minimum of two (2) one-way outgoing 911 Trunk(s) dedicated for originating 911 emergency service calls from its End Offices to each CLEC E911 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.
- 6.2.3.1 AT&T-NORTH CAROLINA is responsible for providing a separate E911 Trunk group for each county or other geographic area that AT&T-NORTH CAROLINA serves if the E911 Customer for such county or geographic area has a specified varying default routing condition.
- 6.3 AT&T-NORTH CAROLINA shall maintain facility transport capacity sufficient to route 911 traffic over trunks on dedicated 911 facilities between the AT&T-NORTH CAROLINA switch and the CLEC POI(s) within AT&T-NORTH CAROLINA's network.
- 6.3.1 AT&T-NORTH CAROLINA shall provide sufficient trunking to route AT&T-NORTH CAROLINA's originating 911 calls to the designated CLEC E911 Selective Router. 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. AT&T-NORTH CAROLINA is responsible for initiating trunking and facility orders for diverse routes for 911 interconnection.
- 6.3.2 AT&T-NORTH CAROLINA is responsible for determining the proper quantity of trunks from its switch(es) to the CLEC E911 Selective Router. AT&T-NORTH CAROLINA is responsible for determining the proper quantity of facilities from its switch(es) to the CLEC POI(s) within AT&T-NORTH CAROLINA's network.
- 6.3.3 AT&T-NORTH CAROLINA shall engineer its 911 Trunk 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.
- 6.3.4 AT&T-NORTH CAROLINA shall monitor its 911 Trunks for the purpose of determining originating network traffic volumes. If AT&T-NORTH CAROLINA's traffic study indicates that additional 911 trunks are needed to meet the current level of 911 call volumes, AT&T-NORTH CAROLINA shall provision additional 911 trunks for interconnection with CLEC.
- 6.3.5 AT&T-NORTH CAROLINA is responsible for the isolation, coordination and restoration of all 911 facility and trunking maintenance problems on AT&T-NORTH CAROLINA's side of the POI. AT&T-NORTH CAROLINA is responsible for advising CLEC of the 911 Trunk identification and the fact that the trunks are dedicated for 911 traffic when notifying CLEC of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. CLEC will refer network trouble to AT&T-NORTH CAROLINA if no defect is found in CLEC's 911 network. The Parties agree that 911 network problems will be managed expeditiously and the Parties will work cooperatively until problems are resolved.
- 6.4 Database
- 6.4.1 Once the 911 interconnection between AT&T-NORTH CAROLINA and CLEC has been established and tested, AT&T-NORTH CAROLINA or its representatives shall be responsible for providing AT&T-NORTH CAROLINA's End User 911 Records to CLEC for inclusion in CLEC's DBMS on a timely basis.
- 6.4.2 AT&T-NORTH CAROLINA or its agent shall provide initial and ongoing updates of AT&T-NORTH CAROLINA's End User 911 Records that are MSAG-valid in electronic format based upon established NENA standards.

- 6.4.3 AT&T-NORTH CAROLINA shall adopt use of a Company ID on all AT&T-NORTH CAROLINA End User 911 Records in accordance with NENA standards
- 6.4.4 AT&T-NORTH CAROLINA is responsible for providing CLEC updates to the E911 database; in addition, AT&T-NORTH CAROLINA is responsible for correcting any errors that may occur during the entry of their data to the CLEC 911 DBMS.

7. RESPONSIBILITIES OF BOTH PARTIES

- 7.1 Both Parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating E911 calls to the 911 Selective Router(s).
- 7.1.1 AT&T-NORTH CAROLINA and CLEC will cooperate to promptly test all trunks and facilities between their network(s) and Selective Router(s). The Parties agree that they will not pass live traffic until successful testing is completed by both Parties.
- 7.2 911 Surcharge Remittance to PSAP
- 7.2.1 The Parties agree that:
- 7.2.1.1 Each Party is responsible for collecting and remitting applicable 911 surcharges or fees from their respective End Users directly to municipalities or government entities where such surcharges or fees are assessed by said municipality or government entity, and
- 7.2.1.2 Each Party collecting and remitting 911 surcharges from its respective End Users is 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) in accordance with Applicable Law.
- 7.2.2 For CLEC as a Reseller, except where state law requires the ILEC to serve as a clearinghouse between Resellers and PSAPs, the Parties agree that:
- 7.2.2.1 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.
- 7.2.2.2 AT&T-NORTH CAROLINA shall include Reseller CLEC 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).
- 7.3 ALI Database Responsibilities
- 7.3.1 Where CLEC has been designated the 911 Service Provider for a 911 Customer contiguous to an AT&T-NORTH CAROLINA 911 Customer, and where each Party's respective 911 Customer has requested the ability for PSAP-to-PSAP call transfer with ALI for dynamic ALI type calls (e.g., wireless 911 and nomadic VoIP calls), each Party shall load pANI Shell Records and update ALI steering tables in their respective ALI databases to support PSAP-to-PSAP call transfer with ALI for dynamic ALI type calls (e.g., wireless 911 and nomadic VoIP calls).
- 7.3.2 Intentionally Omitted.
- 7.3.3 Where CLEC has been designated the 911 Service Provider for a 911 Customer contiguous to an AT&T-NORTH CAROLINA 911 Customer, and where each Party's respective 911 Customer has requested the ability for PSAP-to-PSAP call transfer the Parties shall work cooperatively to establish methods and procedures to support PSAP to PSAP call transfer with ALI for 911 calls.
- 7.4 Inter Selective Routing Trunks
- 7.4.1 Where CLEC is the E911 Service Provider for a 911 Customer that is contiguous to an AT&T-NORTH CAROLINA 9-1-1 Customer, CLEC and AT&T-NORTH CAROLINA may deploy bi-

directional inter-SR Trunking using one-way trunk configurations that will allow transfers between PSAPs subtending AT&T-NORTH CAROLINA E911 Selective Routers and PSAPs subtending on CLEC Selective Routers. CLEC will be responsible for deploying and maintaining one-way trunks from CLEC's E911 routing network for PSAP call transfers from CLEC subtending PSAPs to AT&T-NORTH CAROLINA subtending PSAPs. AT&T-NORTH CAROLINA will be responsible for deploying and maintaining one-way trunks from the AT&T-NORTH CAROLINA Selective Router for PSAP call transfers from the AT&T-NORTH CAROLINA subtending PSAPs to CLEC subtending PSAPs.

- 7.4.1.1 Configuration of inter-Selective Router Trunk groups shall be designed to support the existing E911 generic of the AT&T-NORTH CAROLINA E911 Selective Router tandem. AT&T-NORTH CAROLINA will notify CLEC of any upgrades to the AT&T-NORTH CAROLINA E911 generic in the SR.
- 7.4.1.2 Each Party will have a sufficient number of inter-Selective Router Trunks to support simultaneous inter-Selective Router tandem PSAP call transfers such that a P.01 grade of service is attained.
- 7.4.1.3 Where technically feasible, each Party will establish and maintain appropriate Selective Routing Trunk routing translations as necessary to support inter-tandem E911 PSAP call transfer capability requested by the 911 Customer.
- 7.4.1.4 Each Party will provide the appropriate number of one-way outgoing 911 Selective Router Trunks over diversely routed facilities between Selective Routers to enable transfer of 911 calls between PSAPs served by CLEC's E911 routing network and PSAPs served by AT&T-NORTH CAROLINA's E911 routing network.
- 7.4.1.5 The Parties will maintain appropriate dial plans to support inter-Selective Router tandem transfer
- 7.4.1.6 Each Party will be responsible for alarming and monitoring their respective originating E911 inter-Selective Routing Trunks. Each Party shall notify the other of any service outages on their respective inter-Selective Routing Trunk(s), and work cooperatively to restore service in accordance with federal, state and local 911 rules.

8. METHODS AND PRACTICES

- 8.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to 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 the Party's Commission-ordered tariff(s), and (iv) the principles expressed in the recommended standards published by NENA.

9. CONTINGENCY

- 9.1 The terms and conditions of this Appendix represent a negotiated plan between the Parties for providing access to 911 and E911 Databases, and for providing trunking and call routing for purposes of 911 call completion to each Party's respective Public Safety Answering Point (PSAP) customers as required by Section 251 of the Act.
- 9.2 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-NORTH CAROLINA and CLEC.
- 9.3 Intentionally Omitted.
- 9.4 Intentionally Omitted.
- 9.5 Intentionally Omitted.

10. BASIS OF COMPENSATION

- 10.1 Rates for access to the Parties' 911 and E911 Databases, trunking and call routing of E911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act as set forth in the AT&T-NORTH CAROLINA Appendix Pricing or the applicable Party's Commission-approved access tariff.

11. LIABILITY

- 11.1 AT&T-NORTH CAROLINA's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. AT&T-NORTH CAROLINA shall not be liable to 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-NORTH CAROLINA 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 CLEC until service is restored.
- 11.2 CLEC's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event CLEC provides E911 Service to AT&T-NORTH CAROLINA, CLEC shall not be liable to AT&T-NORTH CAROLINA, 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 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-NORTH CAROLINA until service is restored.
- 11.3 Each Party agrees to release, indemnify, defend and hold harmless the other Party from any and all Loss arising out of either Party's 911 System hereunder or out of either Party's customers' or End Users' use of the 911 System, whether suffered, made, instituted or asserted by their respective customers or 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 their respective customers or End Users or others.
- 11.4 Each Party also agrees to release, indemnify, defend and hold harmless the other Party 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 but not limited to the identification of the telephone number, address or name associated with the telephone used by the calling party accessing the 911 System provided hereunder.

APPENDIX 911 NIM (NETWORK INTERCONNECTION METHODS)

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APPENDIX 911 NIM

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions that Network Interconnection Methods (NIM) are provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC). This Appendix describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of 911/E911 traffic between AT&T-NORTH CAROLINA's End Users and CLEC's End Users.
- 1.2 **Network Interconnection Methods** (NIMs) include, but are not limited to, Physical Collocation; Virtual Collocation; Fiber Meet Point; and other technically feasible method of obtaining Interconnection, which is incorporated into the Interconnection Agreement by amendment. One or more of these methods may be used to effect the Interconnection.

2. AT&T-NORTH CAROLINA NETWORK

- 2.1. AT&T-NORTH CAROLINA's network is partly comprised of End Office switches and Tandem Switches. AT&T-NORTH CAROLINA's network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan for a specific Interconnection area. A physical architecture plan will, at a minimum, include the location of CLEC's switch(es) and AT&T-NORTH CAROLINA's End Office switch(es) and/or Tandem switch(es) to be interconnected, the facilities that will connect the two networks and which Party will provide (be financially responsible for) the Interconnection facilities. At the time of implementation in a given Selective Router area, the plan will be documented and signed by appropriate representatives of the Parties, indicating their mutual agreement to the physical architecture plan.
- 2.2. "**Point of Interconnection**" (POI) is a technically feasible point on the AT&T-NORTH CAROLINA network identified by CLEC within the LATA where the Parties deliver traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide.
- 2.3. Each Party is responsible for the facilities to its side of the POI(s) and may utilize any Method of Interconnection described in this Appendix. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI(s).
- 2.4. Either Party must provide thirty (30) days written notice of any intent to change to the physical architecture plan.
- 2.5. Technical Interfaces
 - 2.5.1 The Interconnection facilities provided by each Party shall be formatted using either Alternate Mark Inversion (AMI) line code with Superframe format framing or Bipolar 8 Zero Signaling (B8ZS) with Extended Superframe format framing or any mutually agreeable line coding and framing.
 - 2.5.2 Electrical handoffs at the POI(s) will be at the DS1 or DS3 level. When a DS3 handoff is agreed to by the Parties, AT&T-NORTH CAROLINA will provide any multiplexing required for DS1 facilities or trunking at its end and CLEC will provide any DS1 multiplexing required for facilities or trunking at its end.
 - 2.5.3 When the Parties demonstrate the need for Optical handoffs at the OC-n level, the Parties will meet to negotiate specific Optical handoff needs.

3. METHODS OF INTERCONNECTION

3.1. Physical Collocation

3.1.1 When CLEC provides its own facilities or uses the facilities of a third party to an AT&T-NORTH CAROLINA Selective Router location and wishes to place its own transport terminating equipment at that location, CLEC may Interconnect using the provisions of Physical Collocation as set forth in Appendix Physical Collocation.

3.2. Virtual Collocation

3.2.1 When CLEC provides its own facilities or uses the facilities of a third party to an AT&T-NORTH CAROLINA Selective Router location and wishes for AT&T-NORTH CAROLINA to place transport terminating equipment at that location on CLEC's behalf, CLEC may Interconnect using the provisions of Virtual Collocation as set forth in Appendix Virtual Collocation. Virtual Collocation allows CLEC to choose the equipment vendor and does not require that CLEC be Physically Collocated.

3.3. Fiber Meet Point

3.3.1 Fiber Meet Point between AT&T-NORTH CAROLINA and CLEC can occur at any mutually agreeable and technically feasible point on the AT&T-NORTH CAROLINA network within the LATA.

3.3.2 When the Parties agree to interconnect their networks pursuant to the Fiber Meet Point, a single point-to-point linear chain SONET system must be utilized. In addition to any trunk groups set forth in Appendix ITR, only 911 Trunk and 911 Selective Router Trunk groups shall be provisioned over this jointly provided facility.

3.3.3 Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet Point will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment.

3.3.4 Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties.

3.3.5 Discussions to provide relief to existing facilities can be initiated by either Party. Actual system augmentations will be initiated only upon mutual agreement. Facilities will be planned for to accommodate the verified and mutually agreed upon trunk forecast for the 911 Trunk group(s).

3.3.6 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

3.3.7 CLEC will provide fiber cable to the last entrance (or AT&T-NORTH CAROLINA designated) manhole at the POI(s) on AT&T-NORTH CAROLINA network within the LATA. AT&T-NORTH CAROLINA shall make all necessary preparations to receive and to allow and enable CLEC to deliver fiber optic facilities into that manhole. CLEC will provide a sufficient length of fiber cable for AT&T-NORTH CAROLINA to pull through to the AT&T-NORTH CAROLINA cable vault. CLEC shall deliver and maintain such strands wholly at its own expense up to the POI(s). AT&T-NORTH CAROLINA shall take the fiber from the manhole and terminate it inside AT&T-NORTH CAROLINA's office at the cable vault at AT&T-NORTH CAROLINA's expense. In this case the POI shall be at the AT&T-NORTH CAROLINA designated manhole location.

3.3.8 Each Party shall provide its own source for the synchronized timing of its FOT equipment.

3.3.9 CLEC and AT&T-NORTH CAROLINA 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. The Parties 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 in Section 5 of this Appendix.

3.4. Other Interconnection Methods

3.4.1 The Parties may mutually agree to other methods of obtaining Interconnection that are technically feasible which are incorporated into the Interconnection Agreement by amendment.

4. INTENTIONALLY OMITTED

5. NETWORK RESPONSIBILITIES OF THE PARTIES

- 5.1. For each Interconnection within an AT&T-NORTH CAROLINA Selective Router area, CLEC shall provide written notice to AT&T-NORTH CAROLINA of the need to establish Interconnection with each Selective Router. CLEC shall provide all applicable network information on forms acceptable to AT&T-NORTH CAROLINA (as set forth in AT&T's CLEC Handbook, published on the CLEC website).
- 5.2. Upon receipt of CLEC's notice to Interconnect, the Parties shall schedule a meeting to document the network architecture (including trunking) as discussed in Section 2.1. The Interconnection activation date for an Interconnection shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors.
- 5.3. Either Party may add or remove additional switches. The Parties shall provide 120 days written notice to establish such Interconnection; and the terms and conditions of this Agreement will apply to such Interconnection.
- 5.4. The Parties recognize that a facility handoff point must be agreed to that establishes the demarcation for maintenance and provisioning responsibilities for each Party on its side of the POI.

APPENDIX NIM (NETWORK INTERCONNECTION METHODS)

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APPENDIX NIM (NETWORK INTERCONNECTION METHODS)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions that Network Interconnection Methods (NIM) are provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC). This Appendix describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective End Users of the Parties pursuant to Section 251(c)(2) of the Act other than 911/E911 Service traffic, which is governed by Appendix 911 NIM and Appendix 911; provided, however, Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications Inc. d/b/a AT&T-ALABAMA, d/b/a AT&T-FLORIDA, d/b/a AT&T-GEORGIA, d/b/a AT&T-KENTUCKY, d/b/a AT&T-LOUISIANA, d/b/a AT&T-MISSISSIPPI, d/b/a AT&T-NORTH CAROLINA, d/b/a AT&T-SOUTH CAROLINA and d/b/a AT&T-TENNESSEE, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, 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 Intentionally Omitted.
- 1.4 Intentionally Omitted.
- 1.5 Intentionally Omitted.
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- 1.17 Intentionally Omitted.
- 1.18 Intentionally Omitted.
- 1.19 Intentionally Omitted.
- 1.20 **"AT&T-NORTH CAROLINA"** means the AT&T-owned ILEC doing business in North Carolina.
- 1.21 Intentionally Omitted.
- 1.22 Intentionally Omitted.
- 1.23 Intentionally Omitted.

- 1.24 Intentionally Omitted.
- 1.25 AT&T-NORTH CAROLINA shall provide, for CLEC's facilities and equipment, Interconnection for the transmission and routing of telephone exchange service and exchange access, at a level of quality that is equal to that which AT&T-NORTH CAROLINA provides itself, a subsidiary, an affiliate, or any other party to which AT&T-NORTH CAROLINA provides Interconnection and on rates, terms and conditions that are just, reasonable and non-discriminatory.
- 1.26 **Network Interconnection Methods** (NIMs) include, but are not limited to, Physical Collocation; Virtual Collocation; Fiber Meet Point; and other technically feasible method of obtaining Interconnection which shall be incorporated into the Interconnection Agreement by amendment. One or more of these methods may be used to effect the Interconnection pursuant to Section 251(c)(2) of the Act.

2. NETWORK INTERCONNECTION ARCHITECTURE PLAN

- 2.1 AT&T-NORTH CAROLINA's network is partly comprised of End Office switches, Local Only Tandem Switches, Local/IntraLATA Tandem Switches, Local/Access Tandem Switches, and Access Tandem Switches. AT&T-NORTH CAROLINA's network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan for a specific Interconnection area. A physical architecture plan will, at a minimum, include the location of CLEC's switch(es) and AT&T-NORTH CAROLINA's End Office switch(es) and/or Tandem switch(es) to be interconnected, the facilities that will connect the two networks and which Party will provide (be financially responsible for) the Interconnection facilities. At the time of implementation in a given local exchange area or LATA the plan will be documented and signed by appropriate representatives of the Parties, indicating their mutual agreement to the physical architecture plan.
- 2.2 "**Point of Interconnection**" (POI) is a technically feasible point on the AT&T-NORTH CAROLINA network identified by CLEC within the LATA where the Parties deliver traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide.
- 2.3 Each Party is responsible for the facilities to its side of the POI(s) and may utilize any method of Interconnection described in this Appendix. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI(s). The Parties agree to provide sufficient facilities for the trunk groups required in Appendix ITR for the exchange of traffic between CLEC and AT&T-NORTH CAROLINA.
- 2.4 Types of Points of Interconnection
- 2.4.1 A "Tandem Serving Area" or "TSA" is an AT&T-NORTH CAROLINA area defined by the sum of all local calling areas served by AT&T-NORTH CAROLINA End Offices that subtend an AT&T-NORTH CAROLINA tandem for Section 251(b)(5)/IntraLATA Toll Traffic as defined in the LERG.
- 2.4.2 The Parties will interconnect their network facilities at a minimum of one CLEC designated Point of Interconnection (POI) within AT&T-NORTH CAROLINA's network in the LATA where CLEC Offers Service.
- 2.4.3 A "Single POI" is a single Point of Interconnection within a LATA on AT&T-NORTH CAROLINA's network that is established to interconnect AT&T-NORTH CAROLINA's network and CLEC's network for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic.
- 2.4.4 The Parties agree that CLEC has the right to choose a Single POI or multiple POIs.
- 2.4.5 When CLEC has established a Single POI (or multiple POIs) in a LATA, CLEC agrees to establish an additional POI:
- (i) at an AT&T-NORTH CAROLINA TSA separate from the existing POI arrangement when traffic through the existing POI arrangement to that AT&T-NORTH CAROLINA TSA exceeds twenty-four (24) DS1s at peak over three (3) consecutive months, or

(ii) at an AT&T-NORTH CAROLINA End Office in a local calling area not served by an AT&T-NORTH CAROLINA tandem for Section 251(b)(5)/IntraLATA Toll Traffic when traffic through the existing POI arrangement to that local calling area exceeds twenty-four (24) DS1s at peak over three (3) consecutive months.

- 2.4.6 The additional POI(s) will be established within 90 days of notification that the threshold has been met.
- 2.5 Either Party must provide thirty (30) days written notice of any intent to change to the physical architecture plan.
- 2.6 CLEC is solely responsible for the facilities that carry OS/DA, Mass Calling and Meet Point Trunk Groups as specified in Appendix ITR.
- 2.7 Technical Interfaces
- 2.7.1 The Interconnection facilities provided by each Party shall be formatted using either Alternate Mark Inversion (AMI) line code with Superframe format framing or Bipolar 8 Zero Signaling (B8ZS) with Extended Superframe format framing or any mutually agreeable line coding and framing.
- 2.7.2 Electrical handoffs at the POI(s) will be at the DS1 or DS3 level. When a DS3 handoff is agreed to by the Parties, AT&T-NORTH CAROLINA will provide any multiplexing required for DS1 facilities or trunking at their end and CLEC will provide any DS1 multiplexing required for facilities or trunking at their end.
- 2.7.3 When the Parties demonstrate the need for Optical handoffs at the OC-n level, the Parties will meet to negotiate specific Optical handoff needs.

3. METHODS OF INTERCONNECTION

- 3.1 Physical Collocation
- 3.1.1 When CLEC provides its own facilities or uses the facilities of a third party to a AT&T-NORTH CAROLINA Tandem or End Office building and wishes to place its own transport terminating equipment at that location, CLEC may Interconnect using the provisions of Physical Collocation as set forth in Appendix Collocation.
- 3.2 Virtual Collocation
- 3.2.1 When CLEC provides its own facilities or uses the facilities of a third party to a AT&T-NORTH CAROLINA Tandem or End Office building and wishes for AT&T-NORTH CAROLINA to place transport terminating equipment at that location on CLEC's behalf, CLEC may Interconnect using the provisions of Virtual Collocation as set forth in Appendix Collocation. Virtual Collocation allows CLEC to choose the equipment vendor and does not require that CLEC be Physically Collocated.
- 3.3 Fiber Meet Point
- 3.3.1 Fiber Meet Point between AT&T-NORTH CAROLINA and CLEC can occur at any mutually agreeable and technically feasible point at an AT&T-NORTH CAROLINA Tandem, or End Office building or other mutually agreeable meet point between the Parties' networks within each local exchange area or LATA.
- 3.3.1.1 Intentionally Omitted
- 3.3.2 When the Parties agree to interconnect their networks pursuant to the Fiber Meet Point, a single point-to-point linear chain SONET system must be utilized. Only Local Interconnection Trunk Groups shall be provisioned over this jointly provided facility.
- 3.3.3 Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet Point will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment.

- 3.3.4 Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties.
 - 3.3.5 In addition to the semi-annual trunk forecast process, discussed in Appendix ITR, discussions to provide relief to existing facilities can be initiated by either Party. Actual system augmentations will be initiated only upon mutual agreement. Facilities will be planned for to accommodate the verified and mutually agreed upon trunk forecast for the Local Interconnection Trunk Group(s).
 - 3.3.6 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.
 - 3.3.7 CLEC will provide fiber cable to the last entrance (or AT&T-NORTH CAROLINA designated) manhole at the AT&T-NORTH CAROLINA Tandem or End Office building. AT&T-NORTH CAROLINA shall make all necessary preparations to receive and to allow and enable CLEC to deliver fiber optic facilities into that manhole. CLEC will provide a sufficient length of Fiber cable for AT&T-NORTH CAROLINA to pull through to the AT&T-NORTH CAROLINA cable vault. CLEC shall deliver and maintain such strands wholly at its own expense up to the POI. AT&T-NORTH CAROLINA shall take the fiber from the manhole and terminate it inside AT&T-NORTH CAROLINA's office at the cable vault at AT&T-NORTH CAROLINA's expense. In this case the POI shall be at the AT&T-NORTH CAROLINA designated manhole location.
 - 3.3.8 Each Party shall provide its own source for the synchronized timing of its FOT equipment.
 - 3.3.9 CLEC and AT&T-NORTH CAROLINA 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. The Parties 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 in section 4 of this document.
- 3.4 Other Interconnection Methods
- 3.4.1 The Parties may mutually agree to other methods of obtaining Interconnection that are technically feasible which are incorporated into the Interconnection Agreement by amendment.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 For each local Interconnection within an AT&T-NORTH CAROLINA area, CLEC shall provide written notice to AT&T-NORTH CAROLINA of the need to establish Interconnection in each local exchange area. CLEC shall provide all applicable network information on forms acceptable to AT&T-NORTH CAROLINA (as set forth in AT&T's CLEC Handbook, published on the CLEC website).
- 4.2 Upon receipt of CLEC's notice to interconnect, the Parties shall schedule a meeting to document the network architecture (including trunking) as discussed in Section 2.1. The Interconnection activation date for an Interconnection shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors.
- 4.3 Either Party may add or remove additional switches. The Parties shall provide 120 days written notice to establish such Interconnection; and the terms and conditions of this Agreement will apply to such Interconnection.
- 4.4 The Parties recognize that a facility handoff point must be agreed to that establishes the demarcation for maintenance and provisioning responsibilities for each Party on their side of the POI.

APPENDIX LOCAL NUMBER PORTABILITY

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APPENDIX LNP (LOCAL NUMBER PORTABILITY)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Local Number Portability mutually provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications Inc. d/b/a AT&T-ALABAMA, d/b/a AT&T-FLORIDA, d/b/a AT&T-GEORGIA, d/b/a AT&T-KENTUCKY, d/b/a AT&T-LOUISIANA, d/b/a AT&T-MISSISSIPPI, d/b/a AT&T-NORTH CAROLINA, d/b/a AT&T-SOUTH CAROLINA and d/b/a AT&T-TENNESSEE, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, 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 Intentionally Omitted.
- 1.4 Intentionally Omitted.
- 1.5 Intentionally Omitted.
- 1.6 Intentionally Omitted.
- 1.7 Intentionally Omitted.
- 1.8 Intentionally Omitted.
- 1.9 Intentionally Omitted.
- 1.10 "**AT&T-NORTH CAROLINA**" means the AT&T-owned ILEC doing business in North Carolina.

2. LOCAL NUMBER PORTABILITY (LNP)

- 2.1 General Terms and Conditions
 - 2.1.1 **AT&T-NORTH CAROLINA** and CLEC shall provide Local Number Portability (LNP) in accordance with requirements of the Act, the rules and orders of the FCC, and the guidelines of the North American Numbering Council (NANC).
- 2.2 Requirements for LNP
 - 2.2.1 **AT&T-NORTH CAROLINA** and CLEC shall follow industry guidelines, including but not limited to North American Numbering Council (NANC) Inter Service Provider Operations Flows, regarding LNP.
 - 2.2.2 Either party shall be permitted to block default -routed calls to protect the public switched telephone network from overload, congestion, or failure propagation.
 - 2.2.3 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service with the original End User, the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native.
 - 2.2.4 Each Party shall become responsible for the End User's other telecommunications related services and features, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), once that Party has ported the End User's telephone number to the Party's switch.

2.3 Limitations of Service

- 2.3.1 Telephone numbers can be ported as a basic network offering only within AT&T-NORTH CAROLINA rate centers as approved by State Commissions. "Porting within rate centers" refers to the physical location of the End User. If the End User changes his, her or its physical location from one rate center to another, the End User may not retain his, her or its telephone number (which is associated with the End User's previous rate center) as a basic network (non-FX) offering. An End User may retain his, her or its telephone number when moving from one rate center to another by the use of a tariff FX or Remote Call Forwarding offering from the new service provider. The term "FX," as used in this appendix, refers to number assignments and moves outside the rate centers with which a telephone number is ordinarily associated, and is different from the term "FX" in the Compensation attachment, which refers number assignment and moves outside of a mandatory local calling area.
- 2.3.2 Telephone numbers of the following types shall not be ported: (i) AT&T-NORTH CAROLINA Official Communications Services (OCS) NXXs; and (ii) 555, 976, 950, 956, 976 and 900 numbers (iii) N11 numbers (e.g., 411 and 911); (iv) 800, 888, 877 and 866 numbers; and (v) disconnected or unassigned numbers.
- 2.3.3 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN. Choke numbers will be ported as described in Section 5.5 of this Appendix.

2.4 Service Description

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

2.5 Pricing

- 2.5.1 With the exception of lawful query charges, the parties shall not charge each other for ordering, provisioning, or conversion of ported telephone numbers as a means for the other to recover the costs associated with LNP. Notwithstanding the foregoing, AT&T-NORTH CAROLINA may charge CLEC LNP end user surcharges, provided that the conditions set forth in 47 CFR § 52.33 are met.

3. "N-1" QUERY METHODOLOGY

- 3.1 The parties shall follow the "N-1" query methodology in performing queries of the LNP database, as provided below. As provided by Industry standards, the N-1" carrier is the carrier in the call routing sequence immediately prior to the terminating carrier's end office, or the terminating carrier's end office tandem. The "N-1" carrier shall perform the LNP database query. If the "N-1" carrier fails to perform the LNP database query, the terminating carrier shall perform a query of the LNP database, and shall be permitted to change the N-1 carrier for the query.

- 3.1.1 For interLATA or intraLATA toll calls, the originating carrier will pass the call to the appropriate toll carrier, which will perform a query of the LNP database and efficiently route the call to the appropriate terminating local carrier, either directly or through an access tandem office. Where one carrier is the originating local service provider (LSP) and the other carrier is the designated toll carrier, the designated toll carrier is the "N-1" carrier. The originating LSP will not query toll calls delivered to the toll carrier or charge the toll carrier for such queries.
- 3.1.2 For local calls to ported numbers, the originating carrier is the "N-1" carrier. The originating carrier will query the LNP database and route the call to the appropriate terminating carrier.
- 3.1.3 For local calls to any NXX from which at least one number has been ported, the Party that owns the originating switch shall query an LNP database as soon as the call reaches the first LNP-capable switch in the call path. The Party that owns the originating switch shall query on a local call to an NXX in which at least one number has been ported via LNP prior to any attempts to route the call to any other switch. Prior to the first number in an NXX being ported via LNP at the request of a CLEC, AT&T-NORTH CAROLINA may query all calls directed to that NXX, provided that AT&T-NORTH CAROLINA's queries shall not adversely affect the quality of service to CLEC's customers or end-users as compared to the service AT&T-NORTH CAROLINA provides its own customers.
- 3.1.4 A Party shall be charged for an LNP query by the other Party only if the Party to be charged is the N-1 carrier and was obligated to perform the LRN-PNP query but failed to do so, pursuant to conditions set forth in CFR 47, Section 52.33. The only exception will be if the FCC rules (Docket No. 95-116) that the terminating carrier may charge the N-1 carrier for queries initiated before the first number is ported in an NXX.
- 3.1.5 Rates, terms and conditions for LNP queries performed by AT&T-NORTH CAROLINA will be governed by FCC No. 73 Access Services Tariff, Section 34, or a successor tariff.

4. ORDERING

- 4.1 Porting of numbers marked as portable in the Local Exchange Routing Guide (LERG) will be initiated via Local Service Requests (LSR) based on Ordering and Billing Forum (OBF) recommendations.
 - 4.1.1 When an LSR is sent to one Party by the other Party to initiate porting via LNP, the receiving Party shall return, at the appropriate time, a Firm Order Confirmation (FOC).
 - 4.1.2 For the purposes of this Attachment, the Parties may use a project management approach for the implementation of LSRs for large quantities of ported numbers or for complex porting processes. With regard to such managed projects ("projects"), the parties may negotiate implementation details such as, but not limited to: Due Date, Cutover Intervals and Times, Coordination of Technical Resources, and Completion Notice.

5. PROVISIONING

- 5.1 The Parties will remove a ported number from the end office from which the number is being ported as close to the requested time as reasonably practicable, not to exceed 59 minutes, except under the conditions listed below in 5.1.1, 5.1.2 and 5.1.3. The 59-minute period shall commence upon the Frame Due Time (FDT) shown on the receiving party's LSR, or as otherwise negotiated by the parties on a project basis. The parties recognize that it is in the best interest of the consumer for this removal to be completed in the most expedient manner possible. Therefore, AT&T-NORTH CAROLINA and CLEC agree that a 30-minute interval is a goal toward which both companies will work; however, both CLEC and AT&T-NORTH CAROLINA recognize that there will be instances where the interval may be up to 59 minutes.
 - 5.1.1 Unconditional Ten-Digit Trigger. If the Unconditional Ten-Digit Trigger is set, calls originating from the old switch will query the database and route to the new switch without the number being disconnected. The ported number must be removed at the same time that the unconditional LNP trigger is removed.

- 5.1.2 Project Orders. For project requests, the Parties will negotiate time frames for the disconnection of the numbers in the old switch.
- 5.1.3 Coordinated Orders. Orders worked on a coordinated basis will be coordinated until the numbers are disconnected in the old switch.
- 5.2 The Parties agree to provide Unconditional Ten Digit Trigger wherever technically feasible.
- 5.3 AT&T-NORTH CAROLINA and CLEC 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-NORTH CAROLINA and CLEC will use their best efforts to update their respective Local Service Management Systems (LSMS) from the NPAC SMS data within 15 minutes after receipt of a download from the NPAC SMS (the current North American Numbering Council goal for such updating).
- 5.4 At the time a telephone number is ported via LNP, the Party from which the number is being ported shall insure that the LIDB entry for that number is deprovisioned.
- 5.5 Mass Calling
 - 5.5.1 Both AT&T-NORTH CAROLINA and CLEC shall to offer Local Number Portability for telephone numbers with "choke" (i.e., mass calling) NXXs in a manner that complies with the FCC's criteria.
- 5.6 Operator Services, LIDB/LVAS and Directory Assistance
 - 5.6.1 The Provisions of this Agreement pertaining to Operator Services, LIDB/LVAS and Directory Assistance shall also apply when LNP is in place.
- 5.7 Porting of DID Block Numbers
 - 5.7.1 DID block numbers shall be portable in the same manner as other local telephone numbers, subject to the modifications and/or limitations provided herein.
 - 5.7.2 AT&T-NORTH CAROLINA and CLEC shall offer Local Number Portability to customers for any portion of an existing DID block without being required to port the entire block of DID number.
 - 5.7.3 AT&T-NORTH CAROLINA and CLEC shall permit customers which port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers, provided such is consistent with applicable tariffs.

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APPENDIX NUMBERING

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which the BellSouth Telecommunications Inc. d/b/a AT&T-ALABAMA, d/b/a AT&T-FLORIDA, d/b/a AT&T-GEORGIA, d/b/a AT&T-KENTUCKY, d/b/a AT&T-LOUISIANA, d/b/a AT&T-MISSISSIPPI, d/b/a AT&T-NORTH CAROLINA, d/b/a AT&T-SOUTH CAROLINA and d/b/a AT&T-TENNESSEE, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, 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 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 will coordinate with respect to NXX assignments.
- 1.2 As used herein, AT&T-NORTH CAROLINA means the above listed ILECs doing business in North Carolina.

2. GENERAL TERMS AND CONDITIONS

- 2.1 Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan (NANP) number resources from the numbering administrator including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.
- 2.2 At a minimum, in those Metropolitan Exchange Areas where the CLEC is properly certified by the appropriate regulatory body and intends to provide local exchange service, the CLEC shall obtain a separate NXX code for each AT&T-NORTH CAROLINA rate center which is required to ensure compliance with the industry-approved Central Office Code (NXX) Assignment Guidelines (most current version) or other industry approved numbering guidelines and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability). This will enable CLEC and AT&T-NORTH CAROLINA to identify the jurisdictional nature of traffic for intercompany compensation until such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes.
- 2.3 Pursuant to Section 7.3 of the North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, portability is technically limited to rate center/rate district boundaries of the incumbent LEC due to rating and routing concerns. Therefore, Parties shall assign telephone numbers from its NXX's only to those customers that are physically in the rate center to which the NXX is assigned.
- 2.4 Each Party is responsible to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities.
- 2.5 Each Party is responsible to input required data into the Routing Data Base Systems (RDBS) and into the Telcordia Rating Administrative Data Systems (BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.
- 2.6 Neither Party is responsible for notifying the other Parties' End Users of any changes in dialing arrangements, including those due to NPA exhaust.

2.7 NXX Migration

2.7.1 Where either Party has activated an entire NXX for a single end user, or activated more than half of an NXX for a single end user with the remaining numbers in that NXX either reserved for future use or otherwise unused, and such End-User chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party provided that the requested rate center is the same rate center that physically serves the customer in a non-foreign exchange arrangement. Such transfer will require development of a transition process to minimize impact on the Network and on the end user(s)' service and will be subject to appropriate industry lead times (currently forty-five (45) days) for movements of NXXs from one switch to another. The Party to whom the NXX is migrated will pay NXX migration charges per NXX to the Party formerly assigned the NXX as described in the Pricing Schedule.

2.8 Test Numbers

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

APPENDIX OPERATIONS SUPPORT SYSTEMS

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APPENDIX OSS (ACCESS TO OPERATIONS SUPPORT SYSTEMS FUNCTIONS)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) "functions" to CLEC for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC). With respect to all matters covered by this Appendix, 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: BellSouth Telecommunications Inc. d/b/a AT&T-ALABAMA, d/b/a AT&T-FLORIDA, d/b/a AT&T-GEORGIA, d/b/a AT&T-KENTUCKY, d/b/a AT&T-LOUISIANA, d/b/a AT&T-MISSISSIPPI, d/b/a AT&T-NORTH CAROLINA, d/b/a AT&T-SOUTH CAROLINA and d/b/a AT&T-TENNESSEE, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, 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 Intentionally Omitted.
- 1.4 "**AT&T-NORTH CAROLINA**" means the AT&T-owned ILEC doing business in North Carolina.
- 1.5 Intentionally Omitted.
- 1.6 Intentionally Omitted.
- 1.7 Intentionally Omitted.
- 1.8 **AT&T-NORTH CAROLINA** has established performance measurements to illustrate non-discriminatory access. These measurements are represented in Appendix Performance Measurements.
- 1.9 Intentionally Omitted.
- 1.10 Intentionally Omitted.
- 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-NORTH CAROLINA** OSS application-to-application interfaces via a dedicated connection over which multiple CLECs' local service transactions are transported.
- 1.12 "**UNE**" is as described in Appendix Lawful UNE.

2. LAWFUL UNBUNDLING REQUIREMENTS

- 2.1 This Appendix is for OSS transactions related to UNEs (as provided in Appendix Lawful UNE), Resold services, or other services which **AT&T-NORTH CAROLINA** provides under this Interconnection Agreement (ICA Service(s)). Should **AT&T-NORTH CAROLINA** no longer be obligated to provide a UNE or other ICA Service under the terms of this Agreement, **AT&T-NORTH CAROLINA** shall no longer be obligated to offer access and use of OSS for that ICA Service.

3. GENERAL CONDITIONS

- 3.1 **AT&T-NORTH CAROLINA** will provide electronic access to OSS via web-based GUIs and application-to-application interfaces. These GUIs and interfaces will allow CLEC to perform pre-order, order, provisioning, maintenance and repair functions. **AT&T-NORTH CAROLINA** will follow industry guidelines and the

Change Management Process (CMP) in the development of these interfaces. ICA Services 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 CLEC is submitting more than the agreed to threshold amount, but not later than twelve (12) months from the Effective Date of this Agreement, CLEC will no longer submit orders manually (and AT&T-NORTH CAROLINA 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-NORTH CAROLINA, CLEC agrees to utilize AT&T-NORTH CAROLINA electronic interfaces, as described herein, only for the purposes specifically provided herein. In addition, CLEC agrees that such use will comply with AT&T-NORTH CAROLINA's Data Connection Security Requirements as identified in Section 9 of this Appendix. Failure to comply with such security guidelines may result in forfeiture of electronic access to OSS functionality. In addition, CLEC shall be responsible for and indemnifies AT&T-NORTH CAROLINA against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of AT&T-NORTH CAROLINA's OSS from CLEC systems, workstations or terminals or by CLEC employees, agents, or any third party gaining access through information and/or facilities obtained from or utilized by CLEC and shall pay AT&T-NORTH CAROLINA for any and all damages caused by such unauthorized entry.
- 3.2.2 Within AT&T-NORTH CAROLINA, CLEC's access to pre-order functions described in 4.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's End User where CLEC has obtained an authorization from the End User for release of CPNI.
- 3.2.3 In AT&T-NORTH CAROLINA, 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.
- 3.2.4 Intentionally Omitted.
- 3.2.5 Throughout AT&T-NORTH CAROLINA, CLEC is solely responsible for determining whether proper authorization has been obtained and holds AT&T-NORTH CAROLINA harmless from any loss on account of CLEC's failure to obtain proper CPNI consent from an End User.
- 3.2.6 By utilizing electronic interfaces to access OSS functions, CLEC agrees to perform accurate and correct ordering including Resale services and UNEs. Rates and charges are subject to the terms of this Agreement and applicable tariffs are dependent on region of operation. CLEC is also responsible for all actions of its employees using any of AT&T-NORTH CAROLINA's OSS. As such, CLEC agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by AT&T-NORTH CAROLINA 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-NORTH CAROLINA to CLEC. In addition, CLEC agrees to indemnify and hold AT&T-NORTH CAROLINA harmless against any claim made by an End User of CLEC or other third parties against AT&T-NORTH CAROLINA caused by or related to CLEC's use of any AT&T-NORTH CAROLINA OSS.
- 3.2.7 In the event AT&T-NORTH CAROLINA has good cause to believe that CLEC has used AT&T-NORTH CAROLINA OSS in a way that conflicts with this Agreement or Applicable Law, AT&T-NORTH CAROLINA shall give CLEC written notice describing the alleged misuse ("Notice of Misuse"). CLEC shall immediately refrain from the alleged misuse until such time that CLEC responds in writing to the Notice of Misuse, which shall be provided to AT&T-NORTH CAROLINA within twenty (20) calendar days after receipt of the Notice of Misuse. In the event CLEC agrees with the allegation of misuse, CLEC shall refrain from the alleged misuse during the term of this Agreement.

- 3.2.8 In the event CLEC does not agree that CLEC's use of AT&T-NORTH CAROLINA OSS is inconsistent with this Agreement or Applicable Law, then the Parties agree to the following steps:
- 3.2.8.1 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, CLEC shall continue to refrain from using the particular OSS functionality in the manner alleged by AT&T-NORTH CAROLINA to be improper, until CLEC has implemented a mutually agreeable remedy to the alleged misuse.
- 3.2.8.2 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.
- 3.3 In order to determine whether CLEC has engaged in the alleged misuse described in the Notice of Misuse, and for good cause shown, AT&T-NORTH CAROLINA shall have the right to conduct an audit of CLEC's use of the AT&T-NORTH CAROLINA OSS. Such audit shall be limited to auditing those aspects of CLEC's use of the AT&T-NORTH CAROLINA OSS that relate to the allegation of misuse as set forth in the Notice of Misuse. AT&T-NORTH CAROLINA shall give ten (10) calendar days advance written notice of its intent to audit 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), CLEC shall provide AT&T-NORTH CAROLINA with access to the requested information in any reasonably requested format, at an appropriate CLEC location, unless otherwise agreed to by the Parties. The audit shall be at AT&T-NORTH CAROLINA'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-NORTH CAROLINA 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-NORTH CAROLINA.
- 3.4 When ICA Services order functions are not available via an electronic interface for the pre-order, ordering and provisioning processes, AT&T-NORTH CAROLINA and CLEC will use manual processes. Should AT&T-NORTH CAROLINA develop electronic interfaces for these functions for itself, AT&T-NORTH CAROLINA will make electronic access available to CLEC within the specific operating region.
- 3.5 The Parties agree to provide one another with toll-free contact numbers for the purpose of addressing ordering, provisioning and maintenance of service issues. Contact numbers for maintenance/repair of services shall be staffed twenty-four (24) hours per day, seven (7) days per week.
- 3.6 The Parties agree that a collaborative CMP will be used to manage changes to existing interfaces, introduction of new interfaces and retirement of interfaces. The CMP will cover changes to AT&T-NORTH CAROLINA's electronic interfaces, AT&T-NORTH CAROLINA's CLEC testing environment, associated manual process improvements, and relevant documentation. The process will define a procedure for resolution of CMP disputes.
- 3.7 AT&T-NORTH CAROLINA will and 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-NORTH CAROLINA may deploy interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines. CLEC and AT&T-NORTH CAROLINA 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-NORTH CAROLINA 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."

- 3.8 Due to enhancements and on-going development of access to AT&T-NORTH CAROLINA OSS functions, certain interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Agreement. AT&T-NORTH CAROLINA shall provide proper notice of interface phase-out in accordance with the Change Management Process.
- 3.9 CLEC is responsible for obtaining operating system software and hardware to access AT&T-NORTH CAROLINA OSS functions. All hardware and software requirements are specified on AT&T's CLEC Online website.

4. PRE-ORDERING

- 4.1 AT&T-NORTH CAROLINA will provide real time access to pre-order functions to support CLEC ordering of Resale services and UNEs. 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 CLEC so that CLEC order requests may be created to comply with AT&T-NORTH CAROLINA specific ordering requirements.
- 4.2 **Pre-Ordering Functions Include**
- 4.2.1 Service address validation
 - 4.2.2 Telephone number selection
 - 4.2.3 Service and feature availability
 - 4.2.4 Due date information
 - 4.2.5 Customer service information
 - 4.2.6 Loop makeup information
- 4.3 OSS pre-order functions may be found on AT&T's CLEC Online website.
- 4.4 Intentionally Omitted
- 4.5 **Other Pre-Order Function Availability**
- 4.5.1 Where pre-ordering functions are not available electronically, 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-NORTH CAROLINA 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 Ordering

- 5.1.1 AT&T-NORTH CAROLINA provides access to ordering functions (as measured from the time AT&T-NORTH CAROLINA receives accurate service requests from the interface) to support CLEC provisioning of Resale services and UNEs via one or more electronic interfaces. To order Resale services and UNEs, CLEC will format the service request to identify what features, services, or elements it wishes AT&T-NORTH CAROLINA to provision in accordance with applicable AT&T-NORTH CAROLINA ordering requirements and other terms and conditions of this Agreement. Ordering requirements are located on AT&T's CLEC Online website.
- 5.1.2 In ordering and provisioning Unbundled Dedicated Transport (UDT) and local interconnection trunks, CLEC and AT&T-NORTH CAROLINA will utilize industry Access Service Request (ASR) guidelines developed by OBF based upon AT&T-NORTH CAROLINA ordering requirements. AT&T-NORTH CAROLINA's ASR guidelines are located on AT&T's CLEC Online website.
- 5.1.3 AT&T-NORTH CAROLINA product/service intervals are located on AT&T's CLEC Online website.
- 5.1.4 AT&T-NORTH CAROLINA shall return a Firm Order Confirmation (FOC) in accordance with the applicable performance intervals. CLEC shall provide to AT&T-NORTH CAROLINA an FOC per the guidelines located on AT&T's CLEC Online website.
- 5.1.5 When an AT&T-NORTH CAROLINA provided ICA Service is replaced by CLEC's facility-based service using any AT&T-NORTH CAROLINA provided ICA Services, CLEC shall issue appropriate service requests, to both disconnect the existing service and order ICA Services. These requests will be processed by AT&T-NORTH CAROLINA, and CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual ICA Service and cross-connect ordered. Similarly, when an End User is served by one CLEC using AT&T-NORTH CAROLINA provided ICA Services is converted to another CLEC's service using any AT&T-NORTH CAROLINA provided ICA Services, the requesting CLEC shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC End User. These requests will be processed by AT&T-NORTH CAROLINA, and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual ICA Service and cross-connect ordered.
- 5.1.6 AT&T-NORTH CAROLINA shall bill to CLEC an LSR charge and/or appropriate service order charges based on the manner in which the order is submitted (e.g., manually, semi-mechanized, mechanized) at the rate set forth in the applicable Pricing Schedule, and/or applicable tariffs, price list or service guides to this Agreement for each LSR submitted. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON).
- 5.1.7 The Commissions, in some states, have ordered per element manual additive nonrecurring charges for ICA Services ordered by means other than one of the interactive interfaces ("Additional Charges"). Additional Charges shall apply in these states as set forth in the applicable Pricing Schedule, and/or applicable tariffs, price list, or service guides.

5.2 Intentionally Omitted

5.3 Provisioning

- 5.3.1 AT&T-NORTH CAROLINA will provision ICA Services as detailed in CLEC order requests. Access to order status and provisioning order status is available via the regional pre-ordering GUIs, AT&T's CLEC Online website, and application-to-application interfaces.
- 5.3.2 AT&T-NORTH CAROLINA shall provision services during its regular working hours. To the extent CLEC requests provisioning of service to be performed outside AT&T-NORTH CAROLINA's regular working hours, or the work so requested requires AT&T-NORTH CAROLINA's technicians or project managers to work outside of regular working hours, AT&T-NORTH CAROLINA will assess overtime

charges set forth in the Pricing Schedule/AT&T-NORTH CAROLINA's intrastate Access Services Tariff.

- 5.3.3 In the event AT&T-NORTH CAROLINA must dispatch to the End User's location more than once for provisioning of ICA Services due to incorrect or incomplete information provided by CLEC (e.g., incomplete address, incorrect contact name/number, etc.), AT&T-NORTH CAROLINA will bill CLEC for each additional dispatch required to provision the circuit due to the incorrect/incomplete information provided. AT&T-NORTH CAROLINA will assess the Maintenance of Service Charge/Trouble Determination Charge/Trouble Location Charge/Time and Material Charges/Additional Labor Charges from the applicable Pricing Schedule and/or applicable tariffs, price list or service guides.

5.3.4 Cancellation Charges:

- 5.3.4.1 If CLEC cancels an order for ICA Services subsequent to AT&T-NORTH CAROLINA's generation of a service order, any costs incurred by AT&T-NORTH CAROLINA in conjunction with provisioning of services as requested on the cancelled LSR will be recovered in accordance with the cancellation methodology set forth in the Cancellation Charge Percentage Chart found on AT&T's CLEC Online website. In addition, AT&T-NORTH CAROLINA reserves the right to assess cancellation charges if CLEC fails to respond within nine (9) Business Days to a Missed Appointment order notification.

- 5.3.4.2 Notwithstanding the foregoing, if CLEC places an LSR based upon AT&T-NORTH CAROLINA's loop makeup information, and such information is inaccurate resulting in the ability of AT&T-NORTH CAROLINA to provision the ICA Services requested and another spare compatible facility cannot be found with the transmission characteristics of the ICA Services originally requested, cancellation charges shall not apply. Where CLEC places a single LSR for multiple ICA Services based upon loop makeup information, and information as to some, but not all, of the ICA Services is inaccurate, if AT&T-NORTH CAROLINA cannot provision the ICA Services that were the subject of the inaccurate loop makeup information, CLEC may cancel its request for those ICA Services without incurring cancellation charges. In such instance, should CLEC elect to cancel the entire LSR, cancellation charges shall apply to those ICA Services that were not the subject of the inaccurate loop makeup.

5.3.5 Expedite Charges:

- 5.3.5.1 For Expedite requests by CLEC, charges from the Pricing Schedule will apply for intervals less than the standard interval as outlined on the AT&T CLEC Online website.

5.3.6 Order Modification Charges:

- 5.3.6.1 If CLEC modifies an order after being sent a FOC from AT&T-NORTH CAROLINA, the Order Modification Charge (OMC) or Order Modification Charge Additional Dispatch (OMCAD) will be assessed from the Pricing Schedule as applicable.

6. MAINTENANCE/REPAIR

- 6.1 AT&T-NORTH CAROLINA will provide CLEC with access to electronic interfaces for the purpose of reporting and monitoring trouble.
- 6.2 The methods and procedures for trouble reporting outlined on the AT&T CLEC Online website shall be used.
- 6.3 AT&T-NORTH CAROLINA will maintain, repair and/or replace ICA Services in accordance with the FCC requirements and applicable tariffs.
- 6.4 CLEC shall make available at mutually agreeable times the 251(c)(3) UNEs provided pursuant to this Agreement in order to permit AT&T-NORTH CAROLINA to test and make adjustments appropriate for maintaining the 251(c)(3) UNEs in satisfactory operating condition. No credit will be allowed any interruptions involved during such testing and adjustments.

- 6.5 Neither CLEC nor its End users shall rearrange, move, disconnect, remove or attempt to repair any facilities owned by AT&T-NORTH CAROLINA except with the prior written consent of AT&T-NORTH CAROLINA.
- 6.6 CLEC will be responsible for testing and isolating troubles on ICA Services. CLEC must test and isolate trouble to the AT&T-NORTH CAROLINA network before reporting the trouble to the Maintenance Center. Upon request from AT&T-NORTH CAROLINA at the time of the trouble report, CLEC will be required to provide the results of the CLEC test isolating the trouble to the AT&T-NORTH CAROLINA network.
- 6.7 For all ICA Services repair requests, CLEC shall adhere to AT&T-NORTH CAROLINA's prescreening guidelines prior to referring the trouble to AT&T-NORTH CAROLINA.
- 6.8 CLEC will contact the appropriate AT&T-NORTH CAROLINA repair centers in accordance with procedures established by AT&T-NORTH CAROLINA.
- 6.9 Repair requests are billed in accordance with the provisions of this Agreement. If CLEC reports a trouble on an AT&T-NORTH CAROLINA ICA Service and no trouble is found in AT&T-NORTH CAROLINA's network, AT&T-NORTH CAROLINA will charge CLEC a Maintenance of Service Charge/Trouble Determination Charge/Trouble Location Charge/Time and Material Charges/Additional Labor Charges for any dispatching and testing (both inside and outside the Central Office) required by AT&T-NORTH CAROLINA in order to confirm the working status. AT&T-NORTH CAROLINA will assess these charges at the rates set forth in the Pricing Schedule and/or applicable tariffs.
- 6.10 In the event AT&T-NORTH CAROLINA must dispatch to an End User's location more than once for repair or maintenance of ICA Services due to incorrect or incomplete information provided by CLEC (e.g., incomplete address, incorrect contact name/number, etc.), AT&T-NORTH CAROLINA will bill CLEC for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. AT&T-NORTH CAROLINA will assess the Maintenance of Service Charge/Trouble Determination Charge/Trouble Location Charge/Time and Material Charges/Additional Labor Charges at the rates set forth in the Pricing Schedule.
- 6.11 CLEC shall pay Time and Material charges when AT&T-NORTH CAROLINA dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than AT&T-NORTH CAROLINA or in detariffed customer premises equipment (CPE) provided by AT&T-NORTH CAROLINA, unless covered under a separate maintenance agreement.
- 6.12 CLEC shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.
- 6.13 If CLEC issues a trouble report allowing AT&T-NORTH CAROLINA access to End User's premises and AT&T-NORTH CAROLINA personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that AT&T-NORTH CAROLINA personnel are dispatched. Subsequently, if AT&T-NORTH CAROLINA personnel are allowed access to the premises, these charges will still apply.
- 6.14 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of AT&T-NORTH CAROLINA performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of AT&T-NORTH CAROLINA performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of AT&T-NORTH CAROLINA performed other than on a normally scheduled workday.
 - 6.14.1 If CLEC requests or approves an AT&T-NORTH CAROLINA technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay Time and Material charges for any additional work to perform such services, including requests for installation or other work outside of normally scheduled working hours.

7. BILLING

- 7.1 AT&T-NORTH CAROLINA will bill CLEC for Resold services and UNEs. AT&T-NORTH CAROLINA will send associated billing information to CLEC as necessary to allow CLEC to perform billing functions.
- 7.1.1 The charges for bill data are dependent upon the manner in which such bill data is delivered to CLEC.
- 7.1.1.1 CLEC agrees to pay the applicable rates set forth in the Pricing Schedule.
- 7.2 Intentionally Omitted.
- 7.2.1 AT&T-NORTH CAROLINA will provide Loss Notifications to CLEC. This notification alerts CLEC that a change requested by another telecommunications provider has/or may result in a change in the Local Service Provider associated with a given telephone number has been changed. It will be provided via the ordering GUI and application-to-application interfaces and AT&T's CLEC Online website, as applicable.
- 7.3 Intentionally Omitted.

8. INTENTIONALLY OMITTED

9. DATA CONNECTION SECURITY REQUIREMENTS

- 9.1 CLEC agrees that interconnection of CLEC data facilities with AT&T-NORTH CAROLINA data facilities for access to OSS will be in compliance with AT&T-NORTH CAROLINA's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document current at the time of initial connection to AT&T-NORTH CAROLINA.
- 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 CLEC shall immediately notify AT&T-NORTH CAROLINA when an 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 CLEC's or AT&T-NORTH CAROLINA's network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.

- 9.2.6 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 CLEC equipment on AT&T-NORTH CAROLINA's premises, such maintenance will be provided under the terms of the "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document cited in Section 9.1 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, CLEC or AT&T-NORTH CAROLINA, as appropriate to the ownership of a failed component. As necessary, CLEC and AT&T-NORTH CAROLINA 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 CLEC or AT&T-NORTH CAROLINA, 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 position. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.
- 9.7.5 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 All software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.
- 9.10.3 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 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 CLEC that intends to utilize AT&T-NORTH CAROLINA interfaces must complete user education classes for AT&T-NORTH CAROLINA-provided interfaces that affect the AT&T-NORTH CAROLINA network. A separate agreement will be required as a commitment to enroll in training classes and to pay for a specific number of CLEC students in each class. 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. CLEC training schedules are subject to change, with class lengths varying. Classes are train-the-trainer format to enable 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-NORTH CAROLINA seeks to recover costs associated with OSS System Access and Connectivity, AT&T-NORTH CAROLINA shall not be foreclosed from seeking recovery of such costs via negotiation, arbitration, or generic proceeding during the term of this Agreement.

13. INTENTIONALLY OMITTED

14. SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS

- 14.1 AT&T-NORTH CAROLINA shall allow 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, CLEC shall be permitted to access AT&T-NORTH CAROLINA OSS via a Service Bureau Provider as follows:
 - 14.2.1 CLEC shall be permitted to access AT&T-NORTH CAROLINA application-to-application OSS interfaces, via a Service Bureau Provider where CLEC has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with AT&T-NORTH CAROLINA to allow Service Bureau Provider to establish access to and use of AT&T-NORTH CAROLINA's OSS.
 - 14.2.2 CLEC's use of a Service Bureau Provider shall not relieve CLEC of the obligation to abide by all terms and conditions of this Agreement. CLEC must ensure that its agent properly performs all OSS obligations of CLEC under this Agreement, which CLEC delegates to Service Bureau Provider.
 - 14.2.3 It shall be the obligation of 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-NORTH CAROLINA shall have a reasonable transition time to establish a connection to a Service Bureau Provider once CLEC provides notice. Additionally, AT&T-NORTH CAROLINA shall have a reasonable transition period to terminate any such connection after notice from CLEC that it has terminated its agency relationship with a Service Bureau Provider.
- 14.3 AT&T-NORTH CAROLINA 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-NORTH CAROLINA's control associated with third-party systems or equipment including systems, equipment and services provided by a Service Bureau Provider (acting as CLEC's agent for connection to AT&T-NORTH CAROLINA's OSS) which could not be avoided by AT&T-NORTH CAROLINA 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.

OPERATOR SERVICES AND DIRECTORY ASSISTANCE APPENDIX

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OPERATOR SERVICES AND DIRECTORY ASSISTANCE APPENDIX

1. INTRODUCTION AND SCOPE

- 1.1 This Appendix sets forth the rates, terms and conditions under which the Parties shall jointly carry out Operator Services (OS) and Directory Assistance (DA) on a wholesale basis, regardless of whether CLEC is serving its End Users via
 - 1.1.1 CLEC's own physical Switches,
 - 1.1.2 Resale of AT&T-NORTH CAROLINA Retail OS/DA service, or
 - 1.1.3 Leased Circuit Switching from AT&T-NORTH CAROLINA.
- 1.2 CLEC shall be the Retail OS/DA provider to its End Users, and AT&T-NORTH CAROLINA shall be the wholesale provider of OS/DA operations to CLEC. AT&T-NORTH CAROLINA shall answer CLEC's End User OS/DA calls on CLEC's behalf, as follows:
 - 1.2.1 When the End User dials 0 or 0+ the Telephone Number, AT&T-NORTH CAROLINA shall provide the Operator Services described in Section 4 below.
 - 1.2.2 When the End User dials 4-1-1 or 1-4-1-1, AT&T-NORTH CAROLINA shall provide Directory Assistance as described in Section 5 below.
- 1.3 CLEC is free to charge its End Users whatever retail OS/DA rates it wishes, and CLEC therefore acknowledges its responsibility (a) to obtain End User agreement to the OS/DA retail rates (i.e., by tariff or contract), and (b) to obtain any necessary regulatory approvals for its OS/DA retail rates.
- 1.4 In response to dialing End User inquiries about OS/DA rates, AT&T-NORTH CAROLINA Operators shall quote CLEC retail OS/DA rates, where technically feasible, as they are provided by CLEC (see Section 6 below). If further inquiries are made about rates, billing and/or other "business office" questions, AT&T-NORTH CAROLINA's OS/DA operators shall direct the calling party's inquiries to a CLEC-provided contact number (also see Section 6 below).
- 1.5 AT&T-NORTH CAROLINA shall charge CLEC monthly, and CLEC agrees to pay monthly, the OS/DA rates found in the attached Pricing Schedule. The Parties agree that billing and payment details, including the assessment of late payment charges for unpaid balances, shall be governed by the underlying agreement between AT&T-NORTH CAROLINA and CLEC.
 - 1.5.1 CLEC acknowledges and understands that these wholesale OS/DA rates differ between Resale and facilities-based¹ service, and that both types of OS/DA wholesale rates are listed in the attached Pricing Schedule. CLEC may serve both as a Reseller and as a facilities-based provider, and CLEC may convert facilities-based End Users to Resale service, or vice versa, as described below in section 6.8.
 - 1.5.1.1 To the extent CLEC is serving as a Reseller and not a facilities-based provider, the facilities-based OS/DA rates in the attached Pricing Schedule do not apply and are listed merely for reference purposes.
 - 1.5.1.2 To the extent CLEC is serving as a facilities-based provider and not as a Reseller, then the Resale OS/DA rates in the attached Pricing Schedule do not apply and are listed merely for reference purposes.
 - 1.5.2 CLEC acknowledges and understands that AT&T-NORTH CAROLINA uses a different billing system for Resale than for facilities-based service, and that if CLEC operates both as a Reseller and a facilities-based provider, then CLEC will receive two different monthly invoices for OS/DA service from AT&T-NORTH CAROLINA, one for Resale, and one for facilities-based service.

¹ By "facilities-based" the Parties mean either through CLEC's own switch, or via leased circuit switching from AT&T-NORTH CAROLINA.

1.5.3 CLEC acknowledges and understands that the Resale OS/DA rates are based on AT&T-NORTH CAROLINA's tariffed retail OS/DA rates, less the state resale discount, and therefore may change during the life of this Appendix OS/DA in a Resale Agreement, without written amendment, if

1.5.3.1 AT&T-NORTH CAROLINA's retail tariff changes, or

1.5.3.2 The state resale discount changes.

2. GENERAL AT&T-NORTH CAROLINA OBLIGATIONS FOR WHOLESALE OS/DA SERVICE

2.1 Dialing Parity. AT&T-NORTH CAROLINA will provide OS/DA to CLEC's End Users with no unreasonable dialing delays and at dialing parity with AT&T-NORTH CAROLINA retail OS/DA services.

2.2 Response Parity

2.2.1 For Resale and Leased Circuit Switching, CLEC's End Users shall be answered by AT&T-NORTH CAROLINA's OS and DA platforms with the same priority and using the same methods as for AT&T-NORTH CAROLINA's retail End Users.

2.2.2 For Resale and Leased Circuit Switching, any technical difficulties in reaching the AT&T-NORTH CAROLINA OS/DA platform (e.g., cable cuts in the OS/DA trunks, unusual OS/DA call volumes, etc.) will be experienced at parity with AT&T-22STATE retail End Users served via that same AT&T-NORTH CAROLINA end office switch.

2.2.3 For all service types, AT&T-NORTH CAROLINA will include CLEC's End User OS/DA calls in its speed of response measurements reported to the state regulatory commission, if any.

2.3 Daily Usage File (DUF)

2.3.1 For Resale and Leased Circuit Switching, AT&T-NORTH CAROLINA will record CLEC's OS/DA usage on its Resale and Leased Circuit Switching lines and include that call detail in the Daily Usage File (DUF) as described elsewhere in the underlying wholesale agreement, but at a minimum, the DUF shall be in industry-standard Exchange Message Interface format and will be in compliance with the Ordering and Billing Forum guidelines.

2.3.2 When CLEC is operating its own switch-based service, AT&T-NORTH CAROLINA will transmit similar usage recorded by the AT&T-NORTH CAROLINA OS/DA switch via a mutually agreed electronic interface for CLEC's switch.

3. REQUIREMENTS FOR CIRCUIT SWITCHES TO PHYSICALLY INTERCONNECT

3.1 To the extent that CLEC is serving its own switches and wishes to interconnect with AT&T-NORTH CAROLINA's OS/DA switches, then the Parties' physical interconnection and trunking requirements are described in this section. All OS/DA interconnection and trunking arrangements shall be subject to the mutual agreement of the Parties, and any unresolved differences in the OS/DA physical interconnection or trunking arrangements shall be handled pursuant to the Dispute Resolution provisions in the underlying agreement.

3.2 The demarcation point for OS/DA traffic between the Parties' networks need not coincide with the Point of Interconnection (POI) for the physical interconnection of all other inter-carrier voice traffic, but at a minimum must be within the LATA in which CLEC's OS/DA traffic originates.

3.2.1 Because CLEC's switch may serve End Users in more than one LATA, the Parties agree that, for purposes of this Appendix OS/DA only, CLEC's OS/DA traffic originates from the physical location of the End User dialing "0" or "411", and not the physical location of CLEC's switch.

3.2.2 To the extent CLEC is serving via circuit-switched wireless technology, the physical location of the End User dialing 0 or 411 shall be deemed the End User's physical billing address, regardless of whether the End User may be roaming at the time of placing the OS/DA call.

3.3 The Parties' general preference would be to establish an OS/DA demarcation point at AT&T-NORTH CAROLINA's OS/DA switch in that LATA, but the Parties recognize that the demarcation point for OS/DA

traffic between the Parties' networks could depend on a variety of engineering and location-specific factors which include, but are not limited to,

- 3.3.1 The size and type of facilities needed to carry CLEC's switch-based OS/DA traffic
 - 3.3.2 Whether CLEC wishes to interconnect for both OS and DA, or just OS, or just DA;
 - 3.3.3 Whether CLEC OR CLEC's affiliate has collocated in an AT&T-NORTH CAROLINA Local Tandem office and wishes to use the collocation as the OS/DA demarcation point; and
 - 3.3.4 Whether CLEC or CLEC's affiliate already has existing OS/DA facilities in place to AT&T-NORTH CAROLINA's OS/DA platforms.
- 3.4 CLEC shall provide the necessary facilities to interconnect with AT&T-NORTH CAROLINA's OS/DA switch(es) at a mutually-agreeable demarcation point between the Parties' networks. CLEC may self-provision these OS/DA facilities, lease them from third parties, or lease them from AT&T-NORTH CAROLINA's intrastate Special Access Tariff. CLEC will be financially responsible for the OS/DA facilities on its side of the demarcation point, and AT&T-NORTH CAROLINA will be financially responsible for the OS/DA facilities on its side of the demarcation point.
- 3.5 General OS/DA Trunking Requirements
- 3.5.1 CLEC will initiate an ASR for all OS/DA trunk groups from its switch to the appropriate AT&T-NORTH CAROLINA OS/DA switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling. Unless technically infeasible, AT&T-NORTH CAROLINA will provision all such one-way trunk groups in the same manner and at the same intervals as for all other interconnection trunking between the Parties.
 - 3.5.2 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the AT&T-NORTH CAROLINA End Offices to the AT&T-NORTH CAROLINA OS/DA switches that are equipped to accept 10-Digit Signaling for Automatic Number Identification (ANI).
 - 3.5.3 If EAOSS is not technically feasible, Modified Operator Services Signaling (MOSS) will be utilized, and a segregated one-way trunk group with MF signaling will be established from CLEC to each AT&T-NORTH CAROLINA OS/DA switch for each served NPA in the LATA.
- 3.6 Specific OS/DA Trunk Groups, and their Requirements
- 3.6.1 Operator Service (OS) Trunks. CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-NORTH CAROLINA Operator Services switch serving OS End Users in that LATA. An OS only trunk group will be designated with the appropriate OS traffic use code and modifier. If the trunk group transports combined OS/DA/DACC over the same trunk group, then the group will be designated with a different traffic use code and modifier for combined services. CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.
 - 3.6.2 Directory Assistance (DA)/Directory Assistance Call Completion (DACC) Trunks. CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-NORTH CAROLINA Directory Assistance switch serving DA End Users in that LATA. If the trunk group transports DA/DACC only, but not OS, then the trunk group will be designated with the appropriate DA traffic use code and modifier. In AT&T-NORTH CAROLINA, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with an appropriate traffic use code and modifier. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
 - 3.6.3 Busy Line Verification/Emergency Interrupt (BLV/EI) Trunks. When CLEC wishes for AT&T-NORTH CAROLINA to perform Busy Line Verification or Emergency Interrupt for CLEC End Users, AT&T-NORTH CAROLINA will need a segregated one-way BLV trunk group with MF signaling from AT&T-NORTH CAROLINA's Operator Services switch to CLEC's switch serving End Users in that LATA. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. The BLV trunk group will be designated with the appropriate traffic use code and modifier.

4. SPECIFICS OF OS OFFERINGS AND RECURRING CHARGES

- 4.1 Operator Services Rate Structure. AT&T-NORTH CAROLINA will assess its Operator Services charges based upon whether the CLEC End User is receiving (a) manual Operator Services (i.e., provided a live Operator), for which a per work second charge will apply, or (b) automated Operator Services (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without live Operators), where a flat rate per call charge will apply. See the attached Appendix Pricing for the full set of OS recurring and nonrecurring rates.
- 4.2 Operator Services Call Processing. Whether manual or automated, AT&T-NORTH CAROLINA will provide the following services when processing a 0-dialed call from CLEC's line, regardless of whether Directory Assistance is also requested:
- 4.2.1 General Operator Assistance - The End User dialing 0 may ask the OS Operator to provide local and intraLATA dialing assistance for the purposes of completing calls, or requesting information on how to place calls; handling emergency calls, handling credits.
- 4.2.2 Calling Card - The End User dialing 0 may provide the OS Operator with a Calling Card number for billing purposes, and seek assistance in completing the call.
- 4.2.3 Collect - The End User dialing 0 may ask the OS Operator to bill the charges associated with the call to the called number, provided such billing is accepted by the called number.
- 4.2.4 Third Number Billed - The End User dialing 0 may ask the OS Operator to bill the call to a different number than the calling or called number.
- 4.2.5 Person-To-Person Service - The End User dialing 0 may ask the OS Operator for assistance in reaching a particular person or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified.
- 4.2.6 Busy Line Verification - A service in which the End User dialing 0 will ask the OS Operator to check the requested line for conversation in progress and advise the caller of the status.
- 4.2.7 Busy Line Interrupt - A service in which the End User dialing 0 asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.

5. SPECIFICS OF DA OFFERING AND RECURRING CHARGE

- 5.1 Directory Assistance Rate Structure. AT&T-NORTH CAROLINA charges local DA by one rate, and all other DA products by a separate rate. In both cases DA charges are assessed on a flat rate per call, regardless of call duration. See the attached Pricing Schedule for the DA recurring and nonrecurring rates.
- 5.2 Directory Assistance Call Processing. Where technically feasible and available, AT&T-NORTH CAROLINA will provide the following DA Services when a CLEC End User served dials 411 or 1-411, regardless of whether Operator Services are also requested from AT&T-NORTH CAROLINA:
- 5.2.1 Local Directory Assistance. Consists of providing published name, address and telephone number to the dialing End User.
- 5.2.2 Directory Assistance Call Completion (DACC). A service in which a local or an intraLATA call to the requested number is completed on behalf of the DA End User, utilizing an automated voice system or with operator assistance.
- 5.2.3 National Directory Assistance (NDA). A service whereby callers may request Directory Assistance outside their LATA or local calling area for any listed telephone number in the United States.
- 5.2.4 Reverse Directory Assistance (RDA). An Information Service consisting of providing listed local and national name and address information associated with a telephone number provided by the individual originating the call.

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

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

- 6.1 The incoming OS/DA call is automatically answered by a pre-recorded greeting loaded into the OS/DA switch itself, prior to being handled by automated equipment or a live operator. It is not technically feasible to avoid the automatic pre-recorded announcement function in these OS/DA switches, therefore CLEC agrees that it shall establish a pre-recorded greeting to play for every OS or DA call dialed by CLEC's End User, and this greeting is mandatory, not optional, when AT&T-NORTH CAROLINA is the OS/DA provider.
- 6.1.1 CLEC will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTQ), to AT&T-NORTH CAROLINA in conformity with the format, length, and other requirements specified for all CLECs on the AT&T CLEC Online website (<https://clec.att.com/clec>).
- 6.1.2 AT&T-NORTH CAROLINA will then perform all of the loading and testing of the announcement for each applicable OS/DA switch prior to live traffic. CLEC may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner, for subsequent loading and testing charges.
- 6.2 If CLEC does not wish to brand the OS/DA calls, CLEC may also have their End User hear silence upon connecting with the OS/DA switch by having AT&T-NORTH CAROLINA 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.
- 6.2.1 CLEC understands that silent announcements may not be perceived by dialing End Users as ordinary mechanical handling of OS/DA calls.
- 6.2.2 CLEC agrees that if it does not brand the call, CLEC shall indemnify and hold AT&T-NORTH CAROLINA harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing End User.
- 6.2.3 AT&T-NORTH CAROLINA 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 CLEC.
- 6.3 AT&T-NORTH CAROLINA will be responsible for loading the CLEC-provided recording or the silent announcement into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to AT&T-NORTH CAROLINA retail End Users. CLEC will be responsible for paying the initial recording or silent announcement loading charges, and thereafter, the per-call charge as well as any subsequent loading charges if a new recordings or silent announcements are provided as specified above.
- 6.4 Branding/Silent Announcement load charges are assessed per loaded recording, per OCN, per switch. (For example, a CLEC Reseller may choose to brand under a different name than its facility-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the Branding/Silent Announcement charge). These charges are mandatory, nonrecurring, and are found in the Pricing Schedule.
- 6.5 Where Reference Rater is available, in all current AT&T-NORTH CAROLINA OS/DA switches, the applicable CLEC-charged retail OS/DA rates and a CLEC-provided contact number (e.g., reference to a CLEC business office or repair call center) are loaded into the system utilized by the OS/DA Operator.
- 6.6 Where Reference Rater is available, AT&T-NORTH CAROLINA will be responsible for loading the CLEC-provided OS/DA retail rates and the CLEC-provided contact number(s) into the OS/DA switches. CLEC will be responsible for paying the initial reference and rate loading charges.

- 6.7 Rate/Reference load charges are assessed per loaded set of rates/references, where Reference Rater is available, per OCN, per state. (For example, a CLEC Reseller may choose to rate differently than its facility-based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, each loading incurring the Rate/Reference charge). These charges are mandatory, nonrecurring and are found in the attached Appendix Pricing.
- 6.8 Converting End Users from Prior Branded Service to CLEC or Silent-Branded Service, or between Resale and facilities-based service.
 - 6.8.1 To the extent that CLEC has already established the Branding/Silent Announcement recording in AT&T-NORTH CAROLINA OS/DA switches for both Resale and facilities-based service, then no nonrecurring 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.
 - 6.8.2 To the extent that CLEC has not established the Branding/Silent Announcement recording in AT&T-NORTH CAROLINA OS/DA switches for Resale and/or facilities-based service, then nonrecurring charges apply to set up the OS/DA call for the new type of service, as is described in section 6 above, and at the rates set forth in the Pricing Schedule.

APPENDIX OUT OF EXCHANGE TRAFFIC

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APPENDIX OUT OF EXCHANGE TRAFFIC

1. DEFINITIONS

- 1.1 This Appendix sets for the terms and conditions necessary for the exchange of Out of Exchange Traffic (as defined in Section 1.4).
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications Inc. d/b/a AT&T-ALABAMA, d/b/a AT&T-FLORIDA, d/b/a AT&T-GEORGIA, d/b/a AT&T-KENTUCKY, d/b/a AT&T-LOUISIANA, d/b/a AT&T-MISSISSIPPI, d/b/a AT&T-NORTH CAROLINA, d/b/a AT&T-SOUTH CAROLINA and d/b/a AT&T-TENNESSEE, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, 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 For purposes of this Appendix only, "Out of Exchange LEC" (OE-LEC) means INTRADO COMMUNICATIONS INC. operating within AT&T-NORTH CAROLINA's incumbent local exchange area and also providing telecommunications services in another ILEC's incumbent local exchange area that shares mandatory or optional calling with AT&T-NORTH CAROLINA.
- 1.4 For purposes of this Appendix only, "**Out of Exchange Traffic**" is defined as Section 251(b)(5) Traffic, ISP-Bound Traffic, FX, intraLATA traffic and/or InterLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:
- (i) Originates from an OE-LEC end user located in another ILEC's incumbent local exchange area and terminates to an AT&T-NORTH CAROLINA end user located in an AT&T-NORTH CAROLINA local exchange area or;
 - (ii) Originates from an AT&T-NORTH CAROLINA end user located in an AT&T-NORTH CAROLINA local exchange area and terminates to an OE-LEC end user located in another ILEC's incumbent local exchange area.

2. INTRODUCTION

- 2.1 For purposes of this Appendix, OE-LEC intends to operate and/or provide telecommunications services outside of AT&T-NORTH CAROLINA incumbent local exchange areas and desires to interconnect OE-LEC's network with AT&T-NORTH CAROLINA's network(s).
- 2.2 For purposes of this Appendix, OE-LEC agrees to interconnect with AT&T-NORTH CAROLINA pursuant to Section 251(a) of the Act.
- 2.3 Other attachments in this Agreement set forth the terms and conditions pursuant to which AT&T-NORTH CAROLINA agrees to provide CLEC with access to lawful unbundled network elements (Lawful UNEs) under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act in AT&T-NORTH CAROLINA's incumbent local exchange areas for the provision of CLEC's Telecommunications Services. The Parties acknowledge and agree that AT&T-NORTH CAROLINA is only obligated to make available Lawful UNEs and access to Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act to CLEC in AT&T-NORTH CAROLINA's incumbent local exchange areas. AT&T-NORTH CAROLINA has no obligation to provide such Lawful UNEs, Collocation, Interconnection and/or Resale to CLEC for the purposes of CLEC providing and/or extending service outside of AT&T-NORTH CAROLINA's incumbent local exchange areas. In addition, AT&T-NORTH CAROLINA is not obligated to provision Lawful UNEs or to provide access to Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act,

Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act and is not otherwise bound by any 251(c) obligations in geographic areas other than AT&T-NORTH CAROLINA's incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in this Agreement, and any associated provisions set forth elsewhere in this Agreement (including but not limited to the rates set forth in this Agreement associated with Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act), shall apply only to the Parties and be available to CLEC for provisioning telecommunication services within an AT&T-NORTH CAROLINA incumbent local exchange area(s) in the State in which CLEC's current Interconnection Agreement with AT&T-NORTH CAROLINA has been approved by the relevant state Commission and is in effect.

3. NETWORK MANAGEMENT

- 3.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved. Where SS7 connections exist, each Party will include the Calling Party Number (CPN) that truly and accurately reflect the location of the end user that originated and/or dialed the call in the information transmitted to the other for each call being terminated on the other's network. If one Party is passing CPN but the other Party is not properly receiving CPN, the Parties will work cooperatively to correct the problem. Where SS7 connections exist and the percentage of calls passed with CPN is greater than ninety percent (90%), all calls without CPN exchanged between the Parties will be billed as either Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic, Optional EAS Traffic, or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls passed without CPN will be billed as intraLATA switched access.
- 3.2 The Parties will work cooperatively to implement this Appendix. The Parties will exchange appropriate information (for example, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, escalation processes, etc.) to achieve this desired result.
- 3.3 Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. Each Party will provide a 24-hour contact number for network traffic management issues to the other's surveillance management center.
- 3.4 Each Party maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.
- 3.5 Where the capability exists, either Party may implement originating or terminating traffic reroutes to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Such alternative routing shall be used only when mutually agreed to by the Parties.
- 3.6 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party's End Users. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.
- 3.7 The Parties agree that, unless otherwise mutually negotiated, the quality of such network connections shall be equal to that of the existing facilities that are jointly provided by each Party.

3.8 Joint planning and forecasting responsibilities shall be governed by the underlying agreement.

4. NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC

- 4.1 OE-LEC represents that it operates as a CLEC within AT&T-NORTH CAROLINA exchange areas and has a Point of Interconnection ("POI") located within AT&T-NORTH CAROLINA exchange areas for the purpose of providing telephone exchange service and exchange access in such AT&T-NORTH CAROLINA exchange areas. Based upon the foregoing, the Parties agree that AT&T-NORTH CAROLINA's originating traffic will be delivered to OE-LEC's existing POI arrangements in the LATA where the traffic originates in accordance with the POI requirements set forth in this Agreement. AT&T-NORTH CAROLINA will accept OE-LEC's Out of Exchange Traffic at its tandem switch over local interconnection facilities that currently exist or may exist in the future between the Parties to or from OE-LEC's out of exchange areas to or from AT&T-NORTH CAROLINA's end offices. When such Out of Exchange Traffic is Section 251(b)(5) Traffic and ISP-Bound Traffic that is exchanged between the end users of OE-LEC and AT&T-NORTH CAROLINA, the Parties agree to establish a direct end office trunk group when traffic levels exceed one DS1 (24 DS0s) to or from an AT&T-NORTH CAROLINA End Office.
- 4.2 The Parties agree, that at a minimum, OE-LEC shall establish a trunk group for Out of Exchange Traffic from OE-LEC to each AT&T-NORTH CAROLINA serving tandem in a LATA. This requirement may be waived upon mutual agreement of the parties.
- 4.2.1 In AT&T-NORTH CAROLINA, where CLEC does not interconnect at every AT&T serving Tandem in a LATA, CLEC must use Multiple Tandem Access (MTA) to route traffic in accordance with Appendix ITR, Section 5.3.1.1.2.
- 4.3 Transport facilities for 911, mass calling, OS/DA and Third Party trunking are the responsibility of OE-LEC from OE-LEC to the serving tandem or platform that provides each such service type.
- 4.4 OE-LEC shall route originating Out of Exchange Traffic to the serving tandem as defined by the tandem owner in the LERG.
- 4.5 If AT&T-NORTH CAROLINA is not the serving tandem as reflected in the LERG, the OE-LEC shall route Out of Exchange Traffic directly to the serving AT&T-NORTH CAROLINA End Office.
- 4.6 Except as otherwise provided in this Appendix, for OE-LEC originated/AT&T-NORTH CAROLINA terminated traffic or AT&T-NORTH CAROLINA originated/ OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other party and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.
- 4.7 AT&T-NORTH CAROLINA shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to AT&T-NORTH CAROLINA (as reflected in the LERG). Any compensation due AT&T-NORTH CAROLINA for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct AT&T-NORTH CAROLINA serving tandems are reflected by AT&T-NORTH CAROLINA in the LERG. This also includes traffic that is destined to End Offices that do not subtend AT&T-NORTH CAROLINA tandem. AT&T-NORTH CAROLINA shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.
- 4.8 Neither Party shall deliver traffic destined to terminate at the other Party's End Office via a Third Party ILEC's End Office or Tandem.
- 4.9 Connection of a trunk group from OE-LEC to AT&T-NORTH CAROLINA's tandem(s) will provide OE-LEC accessibility to End Offices, IXC's, LEC's, WSP's and NXX's which subtend that tandem(s). Connection of a trunk group from one Party to the other Party's End Office(s) will provide the connecting Party accessibility only to the NXX's served by that individual End Office(s) to which the

connecting Party interconnects. Direct End Office Trunk groups that connect the Parties End Office(s) shall provide the Parties accessibility only to the NXXs that are served by that End Office(s).

- 4.9.1 In AT&T-NORTH CAROLINA, if OE-LEC does not choose Access Tandem interconnection at every AT&T-NORTH CAROLINA Access Tandem within a LATA, OE-LEC must utilize AT&T-NORTH CAROLINA's MTA Interconnection. To utilize MTA, OE-LEC must establish an interconnection trunk group(s) at a minimum of one AT&T-NORTH CAROLINA Access Tandem within each LATA as required.
- 4.10 AT&T-NORTH CAROLINA will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-AT&T-NORTH CAROLINA exchange areas, in AT&T-NORTH CAROLINA Tandems and End Offices using AT&T-NORTH CAROLINA's standard code opening timeframes.

5. INTERCARRIER COMPENSATION

- 5.1 The compensation arrangement for Out of Exchange traffic exchanged between the Parties shall be as set forth in the Appendix Intercarrier Compensation.

6. INTERLATA SECTION 251(B)(5) TRAFFIC

- 6.1 AT&T-NORTH CAROLINA will exchange AT&T-NORTH CAROLINA InterLATA Section 251(b)(5) Traffic that is covered by an FCC approved or court ordered InterLATA boundary waiver. AT&T-NORTH CAROLINA will exchange such traffic using two-way direct final trunk groups (i) via a facility to OE-LEC's POI in the originating LATA, or (ii) via a facility meet point arrangement at or near the exchange area boundary ("EAB"), (iii) via a mutually agreed to meet point facility within the AT&T-NORTH CAROLINA exchange area covered under such InterLATA waiver, or (iv) via another mutually agreeable method. If the exchange where the traffic is terminating is not an AT&T-NORTH CAROLINA exchange, AT&T-NORTH CAROLINA shall exchange such traffic using a two-way DF trunk group (i) via a facility to OE-LEC's POI within the originating LATA, (ii) via a mutually agreed to facility meet point arrangement at or near the EAB, or (iii) via another mutually agreeable method. AT&T-NORTH CAROLINA will not provision or be responsible for facilities located outside of AT&T-NORTH CAROLINA exchange areas.
- 6.2 The Parties agree that the associated traffic from each AT&T-NORTH CAROLINA End Office will not alternate route.
- 6.3 OE-LEC must provide AT&T-NORTH CAROLINA a separate ACTL and Local Routing Number (LRN) specific to each InterLATA local calling arrangement covered by an FCC approved or court ordered InterLATA boundary waiver.
- 6.4 Except as otherwise provided in this Appendix, for OE-LEC originated/AT&T-NORTH CAROLINA terminated traffic or AT&T-NORTH CAROLINA originated/OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other party and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.
- 6.5 AT&T-NORTH CAROLINA shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to AT&T-NORTH CAROLINA (as reflected in the LERG). Any compensation due AT&T-NORTH CAROLINA for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct AT&T-NORTH CAROLINA serving tandems are reflected by AT&T-NORTH CAROLINA in the LERG. This also includes traffic that is destined to End Offices that do not subtend AT&T-NORTH CAROLINA-tandem. AT&T-NORTH CAROLINA shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.
- 6.6 AT&T-NORTH CAROLINA will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-AT&T-NORTH CAROLINA exchange areas, in AT&T-NORTH CAROLINA Tandems and End Office(s) using AT&T-NORTH CAROLINA's standard code opening timeframes.

- 6.7 The compensation arrangement for InterLATA Section 251(b)(5) Traffic shall be governed by the compensation terms and conditions for Section 251(b)(5) Traffic in the Appendix Intercarrier Compensation.

APPENDIX INTERCARRIER COMPENSATION

**(AFTER FCC ORDER NO. 01-131, AGREEING TO
EXCHANGE ALL ISP-BOUND and SECTION
251(b)(5) TRAFFIC AT THE FCC RATES IN
CERTAIN STATES, WHERE APPLICABLE)**

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APPENDIX INTERCARRIER COMPENSATION

1. SCOPE OF APPENDIX

- 1.1 This Appendix sets forth the terms and conditions for Intercarrier Compensation of intercarrier telecommunications traffic exchanged between the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier and CLEC, but only to the extent they are interconnected and exchanging calls pursuant to a fully executed, underlying Interconnection Agreement approved by the applicable state or federal regulatory agency for telecommunications traffic in the applicable state(s). This Appendix does not apply to 911 Service or E911 Service calls delivered to either AT&T-NORTH CAROLINA's 911 System or CLEC's 911 System.
- 1.2 The provisions of this Appendix apply to telecommunications traffic originated over the originating carrier's facilities or over local circuit switching purchased by CLEC from AT&T-NORTH CAROLINA on a wholesale basis (non-resale) and used in providing wireline local telephone exchange (dialtone) service to its End User customers.
- 1.3 The provisions of this Appendix do not apply to traffic originated over services provided under local Resale service. AT&T-NORTH CAROLINA will compensate the terminating carrier in accordance with this Appendix for Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic (also known as "Optional Calling Area Traffic") and IntraLATA Toll Traffic that originates from an End User that is served by a carrier providing telecommunications services utilizing AT&T-NORTH CAROLINA's Resale Service.
- 1.4 Any inconsistencies between the provisions of this Appendix and other provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Appendix.

2. ILEC DESIGNATIONS

- 2.1 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications Inc. d/b/a AT&T-ALABAMA, d/b/a AT&T-FLORIDA, d/b/a AT&T-GEORGIA, d/b/a AT&T-KENTUCKY, d/b/a AT&T-LOUISIANA, d/b/a AT&T-MISSISSIPPI, d/b/a AT&T-NORTH CAROLINA, d/b/a AT&T-SOUTH CAROLINA and d/b/a AT&T-TENNESSEE, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, 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.
- 2.2 Intentionally Omitted.
- 2.3 Intentionally Omitted.
- 2.4 Intentionally Omitted.
- 2.5 Intentionally Omitted.
- 2.6 Intentionally Omitted.
- 2.7 Intentionally Omitted.
- 2.8 Intentionally Omitted.
- 2.9 Intentionally Omitted.
- 2.10 Intentionally Omitted.
- 2.11 Intentionally Omitted.
- 2.12 Intentionally Omitted.

- 2.13 Intentionally Omitted.
- 2.14 Intentionally Omitted.
- 2.15 Intentionally Omitted.
- 2.16 Intentionally Omitted.
- 2.17 **"AT&T-NORTH CAROLINA"** means the AT&T-owned ILEC doing business in North Carolina.
- 2.18 Intentionally Omitted.
- 2.19 Intentionally Omitted.
- 2.20 Intentionally Omitted.
- 2.21 Intentionally Omitted.
- 2.22 Intentionally Omitted.
- 2.23 Intentionally Omitted.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 For all traffic originated on a Party's network including, without limitation, Switched Access Traffic such Party shall provide Calling Party Number (CPN) as defined in 47 C.F.R. § 64.1600(c) ("CPN") in accordance with Section 3.3 below. CPN shall, at a minimum, include information in an industry recognized standard format, consistent with the requirements of the North American Numbering Plan (NANP) containing a unique three digit area code (NPA) and seven digit (NXX-XXXX) telephone number. Each Party to this Agreement will be responsible for passing on any CPN it receives from a third party for traffic delivered to the other Party. In addition, each Party agrees that it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. If either Party identifies improper, incorrect, or fraudulent use of local exchange services (including, but not limited to PRI, ISDN and/or Smart Trunks), or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.
- 3.2 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.
- 3.3 For traffic which is delivered by one Party to be terminated on the other Party's network in **AT&T-NORTH CAROLINA**, if the percentage of such calls passed with CPN is greater than ninety percent (90%), all calls delivered by one Party to the other for termination without CPN will be billed as either Section 251(b)(5) Traffic or IntraLATA Toll Traffic in direct proportion to the total MOUs of calls delivered by one Party to the other with CPN. If the percentage of calls passed with CPN is less than 90%, all calls delivered by one Party to the other without CPN will be billed at Intrastate Switched Access rates.
- 3.4 For **AT&T-NORTH CAROLINA**, each Party will report to the other Percent Interstate Usage (PIU), Percent Local Usage (PLU) and Percent Local Facility (PLF) factors in order to determine the appropriate charges to be billed to the originating Party in accordance with Section 14.2 below.
- 3.5 CLEC has the sole obligation to enter into intercarrier compensation arrangements with third party telecommunications carriers regarding CLEC's traffic and such other carriers' traffic, including without limitation anywhere either Party originates traffic to or terminates traffic from an End User being served by a third party telecommunications carrier who has purchased local switching from **AT&T-NORTH CAROLINA** on a wholesale basis (non-resale that is used by such telecommunications carrier to provide wireline local telephone exchange service (dialtone) to its End Users. In no event will **AT&T-NORTH CAROLINA** have any liability to CLEC or any third party if CLEC fails to enter into such compensation arrangements. In the event that traffic is exchanged with a third party carrier with whom CLEC does not have a traffic compensation agreement, CLEC will indemnify, defend and hold harmless **AT&T-NORTH CAROLINA** against any and all losses including without limitation, charges levied by such third party carrier. The third party carrier and CLEC will bill their respective charges directly to each other. **AT&T-NORTH CAROLINA**

will not be required to function as a billing intermediary, e.g., clearinghouse. AT&T-NORTH CAROLINA may provide information regarding such traffic to other telecommunications carriers or entities as appropriate to resolve traffic compensation issues.

- 3.6 The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its End Users.
- 3.7 For Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic, and IntraLATA Toll Traffic, the Party whose End User originates such traffic shall compensate the Party who terminates such traffic to its End User for the transport and termination of such traffic at the applicable rate(s) provided in this Appendix and the Pricing Schedule and/or the applicable switched access tariffs.
- 3.8 To the extent that the Parties are not currently exchanging traffic in a given LATA or Local Calling Area, the Parties' obligation to pay intercarrier compensation to each other shall commence on the date the Parties agree that the interconnection is complete (i.e., each Party has established its originating trunks as well as all ancillary traffic trunking such as Operator Services or Mass Calling trunks) and is capable of fully supporting originating and terminating End User customers' traffic. In addition, the Parties agree that test traffic is not subject to compensation pursuant to this Appendix Intercarrier Compensation.
- 3.9 The Parties acknowledge that this Attachment addresses solely the method of compensation for traffic properly exchanged by the Parties under this Agreement. This Attachment is not meant to address whether the Parties are obligated to exchange any specific type of traffic, nor the types of services to be offered by the Parties pursuant to this agreement.
 - 3.9.1 More specifically, and without limiting the foregoing Section 3.9, the Parties acknowledge that this Attachment does not address "Out of Exchange Traffic" with an "Out of Exchange-LEC." The Parties acknowledge that they have agreed upon terms and conditions for the exchange of such traffic, as provided for in Appendix OE-LEC hereto. For purposes of this Agreement, "Out of Exchange LEC" (OE-LEC) means a CLEC operating within AT&T-NORTH CAROLINA's incumbent local exchange area and also providing telecommunications services in another ILEC's incumbent local exchange area that shares mandatory or optional calling with AT&T-NORTH CAROLINA. For purposes of this Agreement, "Out of Exchange Traffic" is defined as Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic, Optional EAS Traffic, MCA Traffic, IntraLATA Toll Traffic and/or InterLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:
 - (i) Originates from an OE-LEC End User located in another ILEC's incumbent local exchange area and terminates to an AT&T-NORTH CAROLINA End User located in an AT&T-NORTH CAROLINA local exchange area or;
 - (ii) Originates from an AT&T-NORTH CAROLINA End User located in an AT&T-NORTH CAROLINA local exchange area and terminates to an OE-LEC End User located in another ILEC's incumbent local exchange area.

4. RECIPROCAL COMPENSATION FOR TERMINATION OF SECTION 251(b)(5) TRAFFIC

- 4.1 Section 251(b)(5) Traffic subject to intercarrier compensation obligations shall include all intraLATA telecommunications traffic in which the calling party's NPA-NXX and the called party's NPA_NXX are assigned to an exchange that share the same local calling area, as defined by the carrier originating the call. The Parties shall promptly amend this Agreement to comply with any FCC or Commission decisions that modify the Parties' intercarrier compensation obligations with respect to Section 251(b)(5) Traffic.
- 4.2 AT&T-NORTH CAROLINA made an offer (the "Offer") to all telecommunications carriers to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic on and after the designated dates provided below pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket

Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).

AT&T-NORTH CAROLINA and CLEC agree to carry out the FCC's interim ISP terminating compensation plan on the date designated by AT&T-NORTH CAROLINA in a particular state without waiving, and expressly reserving, all appellate rights to contest FCC, judicial, legislative, or other regulatory rulings regarding ISP-Bound traffic, including but not limited to, appeals of the FCC's ISP Compensation Order. By agreeing to this Appendix, both Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies.

- 4.2.1 Should a regulatory agency, court or legislature change or nullify the AT&T-NORTH CAROLINA's designated date to begin billing under the FCC's ISP terminating compensation plan, then the Parties also agree that any necessary billing true ups, reimbursements, or other accounting adjustments shall be made symmetrically and to the same date that the FCC terminating compensation plan was deemed applicable to all traffic in that state exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to the extent they are ordered by Intervening Law, to apply uniformly to all traffic among AT&T-NORTH CAROLINA, CLEC and Commercial Mobile Radio Service (CMRS) carriers in the state where traffic is exchanged as local calls within the meaning of this Appendix.
- 4.2.2 Intentionally Omitted.
- 4.3 In AT&T-NORTH CAROLINA the rates, terms and conditions for compensation of Section 251(b)(5) Traffic, as defined in Section 4.1 above and ISP-Bound Traffic, as defined in Section 5.1 below will be compensated at the FCC's interim ISP terminating compensation rate as set forth in the Pricing Schedule in North Carolina on the Effective Date of this Agreement.
- 4.4 In instances where the originating carrier is originating telecommunications traffic over its own facilities, (i.e., not leased or purchased from AT&T-NORTH CAROLINA), the following tandem serving rate elements are applicable on a terminating MOU basis and include compensation for the following sub-elements:
 - 4.4.1 Tandem Switching - compensation for the use of Tandem Switching only consisting of a duration (per minute) rate element.
 - 4.4.2 Common (Tandem) Transport - compensation for the transmission of traffic (1) between the Tandem Switch and the End Offices subtending that Tandem, (2) between Tandem Switches, and/or (3) between host and remote End Office Switches consisting of a transport termination (per minute) rate element and transport facility mileage (per minute, per mile) rate element.
 - 4.4.3 End Office Switching in a Tandem Serving Arrangement - compensation for the local End Office Switching and line termination necessary to complete the transmission in a Tandem-Served Arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.
- 4.5 In instances where the originating carrier is originating telecommunications traffic over its own facilities, (i.e., not leased or purchased from AT&T-NORTH CAROLINA), the following End Office Switching rate elements are applicable on a terminating MOU basis:
 - 4.5.1 End Office Switching - compensation for the local End Office Switching and line termination necessary to complete the transmission in an End Office serving arrangement. It consists of a call duration (per minute) rate element.
- 4.6 CLEC shall only be paid End Office Serving Rate Elements.
- 4.7 Intentionally Omitted.
 - 4.7.1 Intentionally Omitted.
 - 4.7.2 Intentionally Omitted.
 - 4.7.3 Intentionally Omitted.

4.8 Multiple Tandem Access (MTA) Interconnection (AT&T-NORTH CAROLINA)

- 4.8.1 Compensation for MTA shall be at the applicable Tandem Switching and transport charges specified in the Pricing Schedule and shall be billed in addition to any call transport and termination charges.
- 4.8.2 To the extent CLEC routes its traffic in such a way that utilizes AT&T-NORTH CAROLINA's MTA service without properly ordering MTA, CLEC shall pay AT&T-NORTH CAROLINA the associated MTA charges.

5. RATES, TERMS AND CONDITIONS OF FCC'S INTERIM ISP TERMINATING COMPENSATION PLAN

- 5.1 In accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order"), "ISP-Bound Traffic" shall mean telecommunications traffic exchanged between CLEC and AT&T-NORTH CAROLINA as defined in the FCC ISP Compensation Order. The Parties shall promptly amend this Agreement to comply with any FCC or Commission decisions that modify this definition or the Parties' intercarrier compensation obligations with respect to ISP-Bound Traffic.

In states in which AT&T-NORTH CAROLINA has offered to exchange Section 251(b)(5) Traffic and ISP-Bound traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order, traffic is presumed to be ISP-Bound Traffic in accordance with the rebuttable presumption set forth in Section 5.4 of this Appendix.

- 5.2 The Parties hereby agree that the following rates, terms and conditions set forth in Section 5 shall apply to the termination of all ISP-Bound Traffic exchanged between the Parties in North Carolina on the Effective Date of this Agreement. All ISP-Bound Traffic is subject to the rebuttable presumption.

5.3 Intercarrier Compensation for all ISP-Bound Traffic

- 5.3.1 The rates, terms, and conditions in Section 5 apply to the termination of all ISP-Bound Traffic as defined in Section 5.1 and ISP-Bound Traffic is subject to the rebuttable presumption.
- 5.3.2 The Parties agree to compensate each other for the transport and termination of all ISP-Bound Traffic on a minute of use basis per the Pricing Schedule.
- 5.3.3 Payment of Intercarrier Compensation on ISP-Bound Traffic will not vary according to whether the traffic is routed through a Tandem Switch or directly to an End Office Switch.

5.4 ISP-Bound Traffic Rebuttable Presumption

- 5.4.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, the Parties agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties exceeding a 3:1 terminating to originating ratio is presumed to be ISP-Bound Traffic subject to the compensation terms in this Section 5. Either Party has the right to rebut the 3:1 ISP-Bound Traffic presumption by identifying the actual ISP-Bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to Section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval. During the pendency of any such proceedings to rebut the presumption, the Parties will remain obligated to pay the rates set forth in Section 5.3.2 for ISP-Bound Traffic.

- 5.5 For purposes of this Section 5.5, all Section 251(b)(5) Traffic and all ISP-Bound Traffic shall be referred to as "Billable Traffic" and will be billed in accordance with Section 13.0 below.

- 5.5.1 For combined Section 251(b)(5) Traffic (excluding traffic originated by carriers purchasing a local switching product from AT&T-NORTH CAROLINA) and ISP-Bound Traffic exchanged between the Parties that does not exceed a 3:1 terminating to originating ratio as set for in Section 5.4 above,

such traffic shall be defined as "In-Balance" traffic. Each Party will invoice the other Party on a monthly basis for such "In-Balance Traffic" at the rate set forth in Section 5.3.2.

- 5.5.2 For combined Section 251(b)(5) Traffic (excluding traffic originated by carriers purchasing a local switching product from AT&T-NORTH CAROLINA) and ISP-Bound Traffic exchanged between the Parties exceeding a 3:1 terminating to originating ratio as set forth in Section 5.4 above, such traffic shall be defined as "Out-of-Balance" traffic. The Party whose traffic is "Out-of-Balance" will, on a monthly basis, calculate the amount of traffic that will be invoiced as follows: (1) for Section 251(b)(5) Traffic, the rates shall be based on the reciprocal compensation rate elements set forth in Section 4.4 above and the Pricing Schedule; (2) for ISP-Bound Traffic, the rates shall be the FCC's interim ISP terminating compensation rates set forth in Section 5.3.2 above.

6. OTHER TELECOMMUNICATIONS TRAFFIC

- 6.1 Except as set forth in Section 5 above, the terms of this appendix are not applicable to (i) interstate or intrastate Exchange Access traffic, (ii) Information Access traffic, or (iii) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission, with the exception of ISP-Bound Traffic which is addressed in this Appendix. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.
- 6.2 Foreign Exchange (FX) services are retail service offerings purchased by FX customers which allow such FX customers to obtain exchange service from a mandatory local calling area other than the mandatory local calling area where the FX customer is physically located, but within the same LATA as the number that is assigned. FX service enables particular end-user customers to avoid what might otherwise be toll calls between the FX customer's physical location and customers in the foreign exchange. FX Telephone Numbers" are those telephone numbers with rating and routing point that are different from those of the geographic area in which the End User is physically located. FX Telephone Numbers that deliver second dial tone and the ability for the calling party to enter access codes and an additional recipient telephone number remain classified as Feature Group A (FGA) calls, and are subject to the originating and terminating carrier's tariffed Switched Exchange Access rates (also known as "Meet Point Billed" compensation). There are two types of FX service:
- 6.2.1 "Dedicated FX Traffic" shall mean those calls routed by means of a physical, dedicated circuit delivering dial tone or otherwise serving an End User's station from a serving Central Office (also known as End Office) located outside of that station's mandatory local calling area. Dedicated FX Service permits the End User physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign," exchange, thereby creating a local presence in that "foreign" exchange.
- 6.2.2 "Virtual Foreign Exchange (FX) Traffic" and "FX-type Traffic" shall refer to those calls delivered to telephone numbers that are rated as local to the other telephone numbers in a given mandatory local calling area, but where the recipient End User's station assigned that telephone number is physically located outside of that mandatory local calling area. Virtual FX Service also permits an End User physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign," exchange, thereby creating a local presence in the "foreign" exchange. Virtual FX Service differs from Dedicated FX Service, however, in that Virtual FX End Users continue to draw dial tone or are otherwise served from a Central (or End) Office which may provide service across more than one Commission-prescribed mandatory local calling area, whereas Dedicated FX Service End Users draw dial tone or are otherwise served from a Central (or End) Office located outside their mandatory calling area.
- 6.2.3 FX Traffic is not Section 251(b)(5) Traffic and instead the transport and termination compensation for FX Traffic is subject to a Bill and Keep arrangement in AT&T-NORTH CAROLINA.
- 6.2.3.1 To the extent that ISP-Bound Traffic is provisioned via an FX-type arrangement, such traffic is subject to a Bill and Keep arrangement. "Bill and Keep" refers to an arrangement in which

neither of two interconnecting parties charges the other for terminating FX traffic that originates on the other party's network.

6.2.4 Intentionally left blank

6.2.5 Intentionally Omitted.

6.2.6 Segregating and Tracking FX Traffic

6.2.6.1 Intentionally Omitted.

6.2.6.2 Terminating carrier will not assess compensation charges to the Voice FX MOU and ISP FX MOU in AT&T-NORTH CAROLINA.

6.2.6.3 Intentionally left blank

6.2.6.4 Intentionally Omitted.

6.2.6.5 Intentionally Omitted.

6.2.6.5.1 Intentionally Omitted.

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

6.4 The Parties recognize and agree that ISP and Internet traffic (excluding ISP-Bound Traffic as defined in Section 5.1) could also be exchanged outside of the applicable local calling scope, or routed in ways that could make the rates and rate structure in Sections 4 and 5 above not apply, including but not limited to ISP calls that fit the underlying Agreement's definitions of:

- FX Traffic
- Optional EAS Traffic
- IntraLATA Toll Traffic
- 800, 888, 877, ("8YY") Traffic
- Feature Group A Traffic
- MCA Traffic

6.5 The Parties agree that, for the purposes of this Appendix, either Party's End Users remain free to place ISP calls under any of the above classifications. Notwithstanding anything to the contrary herein, to the extent such ISP calls are placed, the Parties agree that Sections 4 and 5 above do not apply. The applicable rates, terms and conditions for: (a) FX Traffic are set forth in Section 6.2; (b) 8YY Traffic are set forth in Section 10; (c) Feature Group A Traffic are set forth in Section 6.2; and/or (e) IntraLATA Toll Traffic are set forth in Section 12.

7. Intentionally Omitted.

8. Intentionally Omitted.

9. Intentionally Omitted.

10. INTRALATA 800 TRAFFIC

10.1 The Parties shall provide to each other IntraLATA 800 Access Detail Usage Data for Customer billing and IntraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. On a monthly basis the Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an End User billable record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.

10.2 IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query. IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query. For AT&T-NORTH CAROLINA, each Party shall pay the other the appropriate switched access charges set forth in the AT&T-NORTH CAROLINA intrastate or interstate switched access tariffs. CLEC will pay AT&T-NORTH CAROLINA the database query charge as set forth in the AT&T-NORTH CAROLINA intrastate or interstate access services Tariff as filed and in effect with the FCC or appropriate Commission as applicable. Where technically feasible, each Party will provide to the other Party the appropriate records, in accordance with industry standards, necessary for billing intraLATA 8YY customers. The records provided will be in a standard EMI format. AT&T-NORTH CAROLINA provision of 8YY Toll Free Dialing (TFD) to CLEC requires interconnection from CLEC to AT&T-NORTH CAROLINA's 8YY Signal Channel Point (SCP). Such interconnections shall be established pursuant to AT&T-NORTH CAROLINA's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. CLEC shall establish SS7 interconnection at the AT&T-NORTH CAROLINA Local Signal Transfer Points serving the AT&T-NORTH CAROLINA 8YY SCPs that CLEC desires to query. The terms and conditions for 8YY TFD are set out in AT&T-NORTH CAROLINA's intrastate access services tariff.

11. MEET POINT BILLING (MPB) AND SWITCHED ACCESS TRAFFIC COMPENSATION

- 11.1 Intercarrier compensation for Switched Access Traffic shall be on a Meet Point Billing ("MPB") basis as described below.
- 11.2 The Parties will establish MPB arrangements in order to provide Switched Access Services via the respective carrier's Tandem Office Switch in accordance with the MPB guidelines contained in the Ordering and Billing Forum's MECOD and MECAB documents, as amended from time to time.
- 11.3 Billing for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates. The residual interconnection charge (RIC), if any, will be billed by the Party providing the End Office function.
- 11.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 11.5 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point Billing arrangement, when the Parties do not have all detailed recordings for billing.
- 11.5.1 The Parties agree that AT&T-NORTH CAROLINA will bill IXCs for originating and terminating access charges from AT&T-NORTH CAROLINA recordings when AT&T-NORTH CAROLINA has direct connections with IXCs via AT&T-NORTH CAROLINA's access tandem. AT&T-NORTH CAROLINA will pass EMI records to CLEC when AT&T-NORTH CAROLINA is the official recording company. The Parties also agree that AT&T-NORTH CAROLINA and CLEC will exchange EMI records when each is acting as the official recording company and CLEC is the access tandem company with direct connections with IXCs.
- 11.5.2 Information shall be exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The exchange of Access Usage Records ("AURs") to accommodate MPB will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals.
- 11.6 MPB shall also apply to all jointly provided Switched Access MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs). For AT&T-NORTH CAROLINA,

CLEC will pay the database query charge set forth in the AT&T-NORTH CAROLINA intrastate or interstate access services tariff.

- 11.7 Intentionally Omitted.
- 11.8 AT&T-NORTH CAROLINA and CLEC agree to provide the other Party with notification of any discovered errors in the record exchange process within ten (10) Business Days of the discovery.
- 11.9 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) calendar days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no less than three (3) and no more than twelve (12) consecutive months of prior usage data.

12. COMPENSATION FOR ORIGINATION AND TERMINATION OF INTERLATA TRAFFIC

- 12.1 Where CLEC originates or terminates its own end user InterLATA Traffic not subject to Meet Point Billing, CLEC must purchase feature group access service from AT&T-NORTH CAROLINA state or federal access tariffs, whichever is applicable, to carry such InterLATA Traffic.

13. INTRALATA TOLL TRAFFIC COMPENSATION

- 13.1 For intrastate IntraLATA Message Telephone Service (MTS) toll traffic, compensation for termination of such traffic will be at terminating access rates. For intrastate IntraLATA 800 Service, compensation for termination of such traffic will be at originating access rates, including the Carrier Common Line (CCL) charge where applicable. The appropriate access rates are set forth in each Party's Intrastate Access Service Tariff, but such compensation shall not exceed the compensation contained in an AT&T-NORTH CAROLINA's tariff in whose exchange area the End User is located.
- 13.2 For interstate IntraLATA MTS toll traffic, compensation for termination of such traffic will be at terminating access rates. For interstate IntraLATA 800 Service, compensation for termination of such traffic will be originating access rates, including the CCL charge where applicable. The appropriate access rates are set forth in each Party's interstate Access Service Tariff, but such compensation shall not exceed the compensation contained in the AT&T-NORTH CAROLINA's tariff in whose exchange area the End User is located.

14. BILLING ARRANGEMENTS FOR TERMINATION OF SECTION 251(b)(5) TRAFFIC, ISP-BOUND TRAFFIC, OPTIONAL EAS TRAFFIC AND INTRALATA TOLL TRAFFIC

- 14.1 In AT&T-NORTH CAROLINA, each Party, unless otherwise agreed, will calculate terminating interconnection minutes of use based on standard switch recordings made within the terminating carrier's network for Section 251(b)(5) Traffic, Optional EAS Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. These recordings are the basis for each Party to generate bills to the other Party.

14.1.1 Intentionally Omitted.

- 14.2 AT&T-NORTH CAROLINA Jurisdictional Reporting Process

14.2.1 Each Party shall report to the other the projected PIU factors, including but not limited to PIU associated with facilities (PIUE) and Terminating PIU (TPIU) factors. The application of the PIU will determine the respective interstate traffic percentages to be billed at AT&T-NORTH CAROLINA's FCC No. 1 Tariff rates. All jurisdictional report requirements, rules and regulations for IXCs specified in AT&T-NORTH CAROLINA's interstate and/or intrastate access services tariff(s) will apply to CLEC. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local traffic and facilities. The intrastate toll traffic shall be billed at AT&T-NORTH CAROLINA's intrastate access services tariff rates. Each Party shall update its PIUs on the first of January, April, July and October of each year and shall send it to the other Party to be received no later than thirty (30) calendar days after the first of each such month to be effective the first bill period the following month, respectively, for all services showing the percentages of use for the past three (3) months ending the last day of

December, March, June and September. Additional requirements associated with PIU calculations and reporting shall be as set forth in AT&T-NORTH CAROLINA's Jurisdictional Factors Reporting Guide.

14.2.2 Each Party shall report to the other a PLU factor. The application of the PLU will determine the amount of local or ISP-Bound minutes to be billed to the other Party. Each Party shall update its PLU on the first of January, April, July and October of each year and shall send it to the other Party to be received no later than thirty (30) calendar days after the first of each such month to be effective the first bill period the following month, respectively, based on local and ISP-Bound usage for the past three (3) months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in AT&T-NORTH CAROLINA's Jurisdictional Factors Reporting Guide.

14.2.3 Each Party shall report to the other a PLF factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to multiplexing, local channel and interoffice channel switched dedicated transport utilized in the provision of Local Interconnection Trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) calendar days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLF calculation and reporting shall be as set forth in Each Party shall report to the other a PLF factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to multiplexing, local channel and interoffice channel switched dedicated transport utilized in the provision of Local Interconnection Trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) calendar days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLF calculation and reporting shall be as set forth in AT&T-NORTH CAROLINA's Jurisdictional Factors Reporting Guide's Jurisdictional Factors Reporting Guide.

14.2.4 Notwithstanding the provisions in Section 14.2.1 above, Section 14.2.2 above and Section 14.2.3 above where AT&T-NORTH CAROLINA has message recording technology that identifies the jurisdiction of traffic terminated to AT&T-NORTH CAROLINA, such information shall, at AT&T-NORTH CAROLINA's option, be utilized to determine the appropriate jurisdictional reporting factors (i.e., PLU, PIU, and/or PLF), in lieu of those provided by CLEC. In the event that AT&T-NORTH CAROLINA opts to utilize its own data to determine jurisdictional reporting factors, AT&T-NORTH CAROLINA shall notify CLEC at least fifteen (15) calendar days prior to the beginning of the calendar quarter in which AT&T-NORTH CAROLINA will begin to utilize its own data.

14.2.5 On thirty (30) calendar days written Notice, CLEC must provide AT&T-NORTH CAROLINA the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. CLEC shall retain records of call detail for a minimum of nine (9) months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours at an office designated by CLEC. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by an independent auditor chosen by AT&T-NORTH CAROLINA. The audited factor (PLF, PLU and/or PIU) shall be adjusted based upon the audit results and shall apply to the usage for the audited period through the time period when the audit is completed, to the usage for the quarter prior to the audit period, and to the usage for the two (2) quarters following the completion of the audit. If, as a result of an audit, CLEC is found to have overstated the PLF, PLU and/or PIU by five percentage points (5%) or more, CLEC shall reimburse AT&T-NORTH CAROLINA for the cost of the audit.

14.3 In states in which AT&T-NORTH CAROLINA has offered to exchange Section 251(b)(5) Traffic and ISP-Bound traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order, ISP-Bound Traffic will be calculated using the 3:1 Presumption as set forth in Section 5.4 of this Appendix.

- 14.4 The 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.
- 14.5 All ISP-Bound Traffic for a given usage month shall be due and owing at the same time as payments for Section 251(b)(5) under this Appendix. The Parties agree that all terms and conditions regarding disputed minutes of use, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP-Bound Traffic the same as for Section 251(b)(5) Traffic under this Appendix.
- 14.6 For billing disputes arising from Inter-carrier Compensation charges, the Party challenging the disputed amounts (the "Non-Paying Party") may withhold payment for the amounts in dispute (the "Disputed Amounts") from the Party rendering the bill (the "Billing Party") only for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Late payment charges and interest will continue to accrue on the Disputed Amounts while the dispute remains pending. The Non-Paying Party need not pay late payment charges or interest on the Disputed Amounts for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Upon resolution of the dispute pertaining to the Disputed Amounts in accordance with the dispute resolution provisions of the General Terms and Conditions: (1) the Non-Paying Party will remit the appropriate Disputed Amounts to the Billing Party, together with all related interest and late payment charges, to the Billing Party within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Billing Party; and/or (2) the Billing Party will render all appropriate credits and adjustments to the Non-Paying Party for the Disputed Amounts, together with all appropriate interest and late payment charges, within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Non-Paying Party.
- 14.7 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

15. RESERVATION OF RIGHTS AND SPECIFIC INTERVENING LAW TERMS

- 15.1 In the event the pricing scheme in the FCC's Interim ISP Compensation Order (defined in Section 5 of this Attachment) is modified, eliminated or replaced, then the Parties agree to negotiate an appropriate amendment to conform to such change in accordance with the Intervening Law provisions of this Agreement and such new or changed provisions will apply on a prospective basis, beginning with the effective date of the new order, unless a determination is made as to retroactive application in the decision rendering such modification, elimination or replacement, in which instance, the new or changed provisions will apply retroactively as set forth in the new order. Either Party may begin billing the other Party according to the terms of the new order, beginning sixty (60) days after delivering a request to negotiate the change. True-up of any retroactive application, for either the amendment negotiation period and/or for the retroactive application period that is provided for in the order, shall occur within one hundred and twenty (120) days of the effective date of the order, or be subject to dispute under Section 9 of the General Terms and Conditions of this Agreement.

16. SWITCHED ACCESS TRAFFIC

- 16.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an End User in one local exchange and delivered for termination to an End User in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in AT&T-NORTH CAROLINA's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the End User's premises in IP format and is transmitted to the switch of a provider of voice

communication applications or services when such switch utilizes IP technology and terminates over a Party's circuit switch. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:

- (i) IntraLATA toll Traffic or Optional EAS Traffic from a CLEC End User that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider,
- (ii) IntraLATA toll Traffic or Optional EAS Traffic from an AT&T End User that obtains local dial tone from AT&T where AT&T is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider;
- (iii) Switched Access Traffic delivered to AT&T from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or
- (iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party.

Notwithstanding anything to the contrary in this Agreement, each Party reserves its rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361 (Released April 21, 2004). The Parties shall promptly amend this Agreement to comply with any FCC or Commission decisions that modify the definition of Switched Access Traffic or the Parties' intercarrier compensation obligations with respect to Switched Access Traffic.

- 16.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 16.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 16.1(iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other Party, the terminating Party may file a complaint or take other appropriate action with the applicable Commission in order to seek removal of the traffic from Local Interconnection Trunk Groups or appropriate compensation from the third party competitive local exchange carrier delivering such traffic.

17. ALTERNATE TANDEM PROVIDER

- 17.1 An Alternate Tandem Provider shall mean a Telecommunications Carrier, with no End Users, that provides tandem switching services to CLEC with whom it is directly interconnected for the purpose of delivering Third Party Originating Carrier traffic via direct interconnection arrangements with AT&T-NORTH CAROLINA to (i) AT&T-NORTH CAROLINA's End User; and/or (ii) a Third Party Terminating Carrier's End User.
- 17.2 "Third Party Originating Carrier" means a Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider and/or Out-of Exchange Local Exchange Carrier (OE-LEC) that sends traffic originated by its End Users to an Alternate Tandem Provider.
- 17.3 Third Party Terminating Carrier shall mean Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider, Out-of Exchange Local

- Exchange Carrier (OE-LEC), or AT&T-NORTH CAROLINA as the Incumbent Local Exchange Carrier (ILEC), to which traffic is terminated when CLEC uses an Alternate Tandem Provider.
- 17.4 When Alternate Tandem Provider sends Traffic originated by the End Users of CLEC functioning as the Third Party Originating Carrier to an End User of AT&T-NORTH CAROLINA who is functioning as the Third Party Terminating Carrier, CLEC is responsible for all Minutes of Use ("MOUs") billed by AT&T-NORTH CAROLINA for the termination of such traffic.

APPENDIX RECORDING

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APPENDIX RECORDING (Recording, Message Processing And Provision Of Interexchange Carrier Transported Message Detail Appendix)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which AT&T-NORTH CAROLINA will provide recording, message processing and message detail services to a Facility-Based Provider. The terms and conditions under this Appendix 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: BellSouth Telecommunications Inc. d/b/a AT&T-ALABAMA, d/b/a AT&T-FLORIDA, d/b/a AT&T-GEORGIA, d/b/a AT&T-KENTUCKY, d/b/a AT&T-LOUISIANA, d/b/a AT&T-MISSISSIPPI, d/b/a AT&T-NORTH CAROLINA, d/b/a AT&T-SOUTH CAROLINA and d/b/a AT&T-TENNESSEE, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, 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 Intentionally Omitted.
 - 1.1.3 Intentionally Omitted.
 - 1.1.4 Intentionally Omitted.
 - 1.1.5 **"AT&T-NORTH CAROLINA"** means the AT&T-owned ILEC doing business in North Carolina.
 - 1.1.6 Intentionally Omitted.

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-NORTH CAROLINA and the Billing Company.
- 2.6 **"Data Transmission"** - the forwarding by AT&T-NORTH CAROLINA 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-NORTH CAROLINA'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-NORTH CAROLINA 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-NORTH CAROLINA will record all IXC transported messages for CLEC carried over all Feature Group Switched Access Services that are available to AT&T-NORTH CAROLINA provided recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by AT&T-NORTH CAROLINA -provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by AT&T-NORTH CAROLINA.

- 3.2 AT&T-NORTH CAROLINA 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-NORTH CAROLINA.
- 3.3 AT&T-NORTH CAROLINA will provide access usage records that are generated by AT&T-NORTH CAROLINA.
- 3.4 Assembly and editing will be performed on all IXC transported messages recorded by AT&T-NORTH CAROLINA.
- 3.5 Standard EMI record formats for the provision of billable message detail and access usage record detail will be established by AT&T-NORTH CAROLINA 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-NORTH CAROLINA will provide message detail to CLEC in data files, (a File Transfer Protocol or Connect:Direct "NDM"), or any other mutually agreed upon process to receive and deliver messages using software and hardware acceptable to both Parties. In order for CLEC to receive End User billable records, CLEC may be required to obtain CMDS hosting service from AT&T or another CMDS hosting service provider.
- 3.8 CLEC will identify separately the location where the data transmissions should be sent (as applicable) and the number of times each month the information should be provided. AT&T-NORTH CAROLINA reserves the right to limit the frequency of transmission to existing AT&T-NORTH CAROLINA processing and work schedules, holidays, etc.
- 3.9 AT&T-NORTH CAROLINA 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-NORTH CAROLINA will not be recovered and made available to CLEC except on an individual case basis at a cost determined by AT&T-NORTH CAROLINA.
- 3.11 When AT&T-NORTH CAROLINA receives rated billable messages from an IXC or another Local Exchange Carrier (LEC) that are to be billed by CLEC, AT&T-NORTH CAROLINA will forward those messages to CLEC.
- 3.12 AT&T-NORTH CAROLINA 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, CLEC agrees to provide its recorded billable messages detail and access usage record detail data to AT&T-NORTH CAROLINA under the same terms and conditions of this Appendix.

4. BASIS OF COMPENSATION

- 4.1 AT&T-NORTH CAROLINA 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 CLEC in accordance with this Appendix 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-NORTH CAROLINA 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.

APPENDIX RESALE

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APPENDIX RESALE

1. INTRODUCTION

- 1.1 This Appendix set forth terms and conditions for Resale Services provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications Inc. d/b/a AT&T-ALABAMA, d/b/a AT&T-FLORIDA, d/b/a AT&T-GEORGIA, d/b/a AT&T-KENTUCKY, d/b/a AT&T-LOUISIANA, d/b/a AT&T-MISSISSIPPI, d/b/a AT&T-NORTH CAROLINA, d/b/a AT&T-SOUTH CAROLINA and d/b/a AT&T-TENNESSEE, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, 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 Intentionally Omitted.
- 1.4 Intentionally Omitted.
- 1.5 Intentionally Omitted.
- 1.6 Intentionally Omitted.
- 1.7 Intentionally Omitted.
- 1.8 Intentionally Omitted.
- 1.9 Intentionally Omitted.
- 1.10 Intentionally Omitted.
- 1.11 **AT&T-NORTH CAROLINA** - As used herein, **AT&T-NORTH CAROLINA** means BellSouth Telecommunications, Inc. d/b/a AT&T North Carolina, the applicable AT&T-owned ILEC doing business in North Carolina.
- 1.12 Intentionally Omitted.
- 1.13 Intentionally Omitted.
- 1.14 Intentionally Omitted.
- 1.15 Intentionally Omitted.
- 1.16 Intentionally Omitted.
- 1.17 Intentionally Omitted.
- 1.18 Intentionally Omitted.
- 1.19 Intentionally Omitted.
- 1.20 Intentionally Omitted.
- 1.21 Intentionally Omitted.
- 1.22 Intentionally Omitted.
- 1.23 Intentionally Omitted.
- 1.24 Intentionally Omitted.

- 1.25 Each state-specific avoided cost discount applicable to rates paid by CLEC for the resale of Telecommunications Services is referred to herein as a Resale Discount. Where available, Resale Discounts are listed in the Pricing Schedule; if not listed in the Pricing Schedule, the Resale Discount(s) and/or rate(s) as stated or reflected in the applicable Tariff shall apply.
- 1.26 Tariff – As used herein, Tariff means the most current state-specific retail and, where available, resale Tariff(s) and/or Guidebook(s) (the latter as posted on the AT&T CLEC Online website).

2. DESCRIPTION AND CHARGES FOR SERVICES

- 2.1 Resale services are available in accordance with section 251(c)(4) of the Act and consistent with Section 2.12.1.3 of the General Terms and Conditions of the Agreement.
- 2.2 Except as otherwise expressed herein, consistent with AT&T-NORTH CAROLINA's obligation under Section 251(c)(4)(A) of the Act and any other applicable limitations or restrictions, CLEC may resell other Telecommunications Services offered at retail by AT&T-NORTH CAROLINA at the discount set forth in Appendix Pricing.
- 2.3 AT&T-NORTH CAROLINA will offer products and services to CLEC for resale pursuant to relevant decisions of the appropriate Commission.
- 2.4 Telecommunications Services will be offered by AT&T-NORTH CAROLINA to CLEC for resale on terms and conditions that are reasonable and nondiscriminatory.
- 2.5 Grandfathered services are available per appropriate state specific Tariff to CLEC for resale at the applicable discount only to the same End User, at the existing End User's location, to which AT&T-NORTH CAROLINA provides the service, either at retail or through resale.

3. TERMS AND CONDITIONS OF SERVICE

- 3.1 Except as otherwise expressly provided herein, for Telecommunications Services included within this Appendix that are offered by AT&T-NORTH CAROLINA to AT&T-NORTH CAROLINA's End Users through Tariff(s), the rules and regulations associated with AT&T-NORTH CAROLINA's retail Tariff(s) shall apply when the services are resold by CLEC, with the exception of any Tariff resale restrictions; provided, however, any Tariff restrictions on further resale by the End User shall continue to apply. Use limitations shall be in parity with services offered by AT&T-NORTH CAROLINA to its End Users.
- 3.2 CLEC shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the corresponding AT&T-NORTH CAROLINA retail Tariff(s) applicable within that state.
- 3.3 Except where otherwise explicitly permitted in AT&T-NORTH CAROLINA's corresponding retail tariff(s), CLEC shall not permit the sharing of a service by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.
 - 3.3.1 Intentionally Omitted.
 - 3.3.1.1 Intentionally Omitted.
- 3.4 CLEC shall only resell services furnished under this Appendix to the same category of End User(s) to whom AT&T-NORTH CAROLINA offers such services (for example, residence service shall not be resold to business End Users).
 - 3.4.1 AT&T-NORTH CAROLINA - CLEC may only resell "special needs services" as identified in associated state specific Tariffs to persons who are eligible for each such service. As used herein, the term "special needs services" means services for the physically disabled where the disability is related to vision, speech, hearing or motion. Further, to the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and

regulations as established by the appropriate Commission and the state specific AT&T-NORTH CAROLINA Tariffs.

- 3.4.2 Intentionally Omitted.
 - 3.4.2.1 Intentionally Omitted.
- 3.4.3 Intentionally Omitted.
- 3.4.4 Intentionally Omitted.
 - 3.4.4.1 Intentionally Omitted.
 - 3.4.4.2 Intentionally Omitted.
- 3.5 Promotions
 - 3.5.1 Promotions of ninety (90) calendar days or less ("Short-Term Promotions") shall not be available for Resale, whether at the Resale Discount or otherwise; provided, however, that AT&T-NORTH CAROLINA shall offer Short-Term Promotions for Resale at no Resale Discount in North Carolina if and only to the extent required by the Commission in North Carolina.
 - 3.5.2 When ordering services that have an eligibility requirement (e.g., available only in a "retention", "winback", or "competitive acquisition" setting), CLEC shall maintain (and provide to AT&T-NORTH CAROLINA upon reasonable request) appropriate documentation, including, but not limited to, original end user service order data, evidencing the eligibility of its End users for such offering or promotion. AT&T-NORTH CAROLINA may request up to one (1) audit fir each promotion per twelve (12) month period that may cover up to the preceding twenty-four (24) month period.
 - 3.5.2.1 Intentionally Omitted.
 - 3.5.2.2 Intentionally Omitted.
 - 3.5.3 Intentionally Omitted.
 - 3.5.4 Intentionally Omitted.
 - 3.5.4.1 Intentionally Omitted.
- 3.6 CLEC shall not use a resold service to avoid the rates, terms and conditions of AT&T-NORTH CAROLINA's corresponding retail Tariff(s).
- 3.7 CLEC shall not use resold local Telecommunications Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.
- 3.8 A Federal End User Common Line charge and any other appropriate Commission-approved charges, as set forth in the appropriate AT&T-NORTH CAROLINA federal and applicable state Tariff(s) will apply to each local exchange line furnished to CLEC under this Appendix for resale.
- 3.9 To the extent allowable by law, CLEC shall be responsible for Primary Interexchange Carrier (both PIC and LPIC) change charges associated with each local exchange line furnished to CLEC for resale. CLEC shall pay all charges for PIC and LPIC changes at the Tariffed rate(s).
- 3.10 AT&T-NORTH CAROLINA shall provide the services covered by this Appendix subject to availability of existing facilities and on a nondiscriminatory basis with its other customers. CLEC shall resell the services provided herein only in those service areas in which such resale services or any feature or capability thereof are offered to End Users at retail by AT&T-NORTH CAROLINA as the incumbent local exchange carrier.
- 3.11 Intentionally Omitted.

- 3.12 If CLEC is in violation of any provision of this Appendix, AT&T-NORTH CAROLINA will notify CLEC of the violation in writing. Such notice shall refer to the specific provision being violated. CLEC will have thirty (30) calendar days to correct the violation and notify AT&T-NORTH CAROLINA in writing that the violation has been corrected. AT&T-NORTH CAROLINA will bill CLEC a sum equal (i) the charges that would have been billed by AT&T-NORTH CAROLINA to CLEC or any Third Party but for the stated violation and (ii) the actual revenues CLEC billed its End User(s) in connection with the stated violation, whichever is greater. Should CLEC dispute the stated violation, CLEC must notify AT&T-NORTH CAROLINA in writing of the specific details and reasons for its dispute within fourteen (14) calendar days of receipt of the notice from AT&T-NORTH CAROLINA and comply with Sections 10.4 through 10.8 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Resolution of any dispute by CLEC of the stated violation shall be conducted in compliance with the Dispute Resolution provisions set forth in the General Terms and Conditions of the Agreement to which this Appendix is attached.
- 3.13 AT&T-NORTH CAROLINA's services are not available at wholesale rates to CLEC for its own use or for the use of any of CLEC's affiliates and/or subsidiaries or the use of CLEC's parent or any affiliate and/or subsidiary of CLEC's parent company, if any.
- 3.14 Intentionally Omitted.
 - 3.14.1 Intentionally Omitted.
 - 3.14.2 Intentionally Omitted.
 - 3.14.3 Intentionally Omitted.
 - 3.14.4 Intentionally Omitted.
 - 3.14.4.1 Intentionally Omitted.
 - 3.14.4.2 Intentionally Omitted.
 - 3.14.4.3 Intentionally Omitted.
 - 3.14.4.4 Intentionally Omitted.
 - 3.14.5 Intentionally Omitted.
 - 3.14.5.1 Intentionally Omitted
 - 3.14.5.2 Intentionally Omitted.
- 3.15 Intentionally Omitted.
 - 3.15.1 Intentionally Omitted.
 - 3.15.2 Intentionally Omitted.
 - 3.15.2.1 Intentionally Omitted.
 - 3.15.2.2 Intentionally Omitted.
 - 3.15.2.3 Intentionally Omitted.
 - 3.15.2.4 Intentionally Omitted.
 - 3.15.2.5 Intentionally Omitted.
 - 3.15.2.6 Intentionally Omitted.
 - 3.15.3 Intentionally Omitted.

4. ANCILLARY SERVICES

- 4.1 E911 Emergency Service
 - 4.1.1 The terms and conditions for reselling AT&T-NORTH CAROLINA 911 services are contained in Appendix 911.

- 4.2 White Pages
 - 4.2.1 The rates, terms and conditions for the provision of White Pages services are contained in Appendix White Pages.
- 4.3 Resale Operator Services and Directory Assistance (OS/DA)
 - 4.3.1 The rates, terms and conditions for reselling AT&T-NORTH CAROLINA OS/DA services are contained in Appendix OS/DA and Appendix Pricing.
- 4.4 Payphone Services
 - 4.4.1 CLEC may provide certain local Telecommunications Services to payphone service providers ("PSPs") for PSPs' use in providing payphone service. Pay telephone service is the only local service available for resale to PSPs. Rates for pay telephone service are established under the provisions of Section 276 of the Federal Telecommunications Act of 1996 and are not subject to a wholesale discount.
- 4.5 Suspension of Service
 - 4.5.1 CLEC may offer to resell Customer Initiated Suspension and Restoral Service to its End Users at the associated state specific retail Tariff rates, terms and conditions for suspension of service at the request of the End User.
 - 4.5.2 AT&T-NORTH CAROLINA will offer CLEC local service provider initiated suspension service for CLEC's purposes at the associated AT&T-NORTH CAROLINA state specific retail Tariff rate for company initiated suspension of service. Service specifics may be obtained in state specific CLEC Handbooks.
 - 4.5.2.1 CLEC shall be exclusively responsible for placing valid orders for the suspension and the subsequent disconnection or restoral of service to each of its End Users.
 - 4.5.2.2 Should CLEC suspend service for one of its End Users and fail to submit a subsequent disconnection order within the maximum number of calendar days permitted for a company initiated suspension pursuant to the state specific retail Tariff, CLEC shall be charged and shall be responsible for all appropriate monthly service charges for the End User's service from the suspension date through the disconnection date.
 - 4.5.2.3 Should CLEC suspend service for one of its End Users and subsequently issue a restoral order, CLEC shall be charged the state specific Tariff rate for the restoral plus all appropriate monthly service charges for the End User's service from the suspension date through the restoral date.

5. USE OF AT&T BRAND

- 5.1 Except where otherwise required by law, CLEC shall not, without AT&T-NORTH CAROLINA's prior written authorization, offer the services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of AT&T-NORTH CAROLINA or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with AT&T-NORTH CAROLINA in the provision of Telecommunications Services to CLEC's customers.

6. RESPONSIBILITIES OF AT&T-NORTH CAROLINA

- 6.1 AT&T-NORTH CAROLINA shall allow CLEC to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by facsimile or electronic interface. AT&T-NORTH CAROLINA shall provide interface specifications for electronic access for these functions to CLEC. However, CLEC shall be responsible for modifying and connecting any of its systems with AT&T-NORTH CAROLINA-provided interfaces, as outlined in Appendix OSS.
- 6.2 AT&T-NORTH CAROLINA shall implement CLEC service orders within the same time intervals AT&T-NORTH CAROLINA uses to implement service orders for similar services for its own End Users.

- 6.2.1 Methods and procedures for ordering are outlined in AT&T's CLEC Online website, as amended by AT&T-NORTH CAROLINA in its sole discretion from time to time. Parties agree to abide by the procedures contained therein.
- 6.3 CLEC will have the ability to report trouble for its End Users to the appropriate AT&T-NORTH CAROLINA trouble reporting center(s) twenty-four (24) hours a day, seven (7) days a week. CLEC will be assigned customer contact center(s) when initial service agreements are made. CLEC End Users calling AT&T-NORTH CAROLINA will be referred to CLEC at the number provided by CLEC. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch AT&T-NORTH CAROLINA's network facilities, including those on End User premises.
- 6.3.1 Methods and procedures for trouble reporting are outlined in AT&T's CLEC Online website, as amended by AT&T-NORTH CAROLINA in its sole discretion from time to time. Parties agree to abide by the procedures contained therein.
- 6.4 AT&T-NORTH CAROLINA will provide CLEC with detailed billing information necessary for CLEC to issue bill(s) to its End User(s). CLEC has the option of receiving a daily usage file ("DUF") in accordance with the terms and conditions set forth in Section 10.10 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Should CLEC elect to subscribe to the DUF, CLEC agrees to pay AT&T-NORTH CAROLINA the relevant charges specified in the Pricing Schedule.
- 6.5 AT&T-NORTH CAROLINA shall make Telecommunications Services that AT&T-NORTH CAROLINA provides at retail to subscribers who are not Telecommunications Carriers available for resale consistent with the obligation under Section 251(c)(4)(A) of the Act, any and all obligations established by appropriate Commission(s) and other applicable limitations.
- 6.6 CLEC's End User's activation of Call Trace shall be handled by the AT&T-NORTH CAROLINA operations centers responsible for handling such requests. AT&T-NORTH CAROLINA shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC.
- 6.6.1 CLEC acknowledges that for services where reports are provided to law enforcement agencies (for example, Call Trace) only billing number and address information shall be provided. It shall be CLEC's responsibility to provide additional information necessary for any police investigation.
- 6.6.1.1 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, CLEC shall indemnify AT&T-NORTH CAROLINA against any Claim that insufficient information led to inadequate prosecution.
- 6.6.2 AT&T-NORTH CAROLINA shall handle law enforcement requests consistent with the Law Enforcement Section of the General Terms and Conditions of the Agreement to which this Appendix is attached.
- 6.7 Intentionally Omitted.
- 6.8 Intentionally Omitted.

7. RESPONSIBILITIES OF CLEC

- 7.1 Prior to submitting an order under this Appendix, CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations, and assumes responsibility for applicable charges as specified in Section 258(b) of the Act. AT&T-NORTH CAROLINA shall abide by the same applicable laws and regulations.
- 7.2 Only an End User can initiate a challenge to a change in its local service provider. If an End User notifies AT&T-NORTH CAROLINA or CLEC that the End User requests local exchange service, the Party receiving such request shall be free to provide service to such End User, except in those instances where the End User's account is local PIC protected. It is the responsibility of the End User to provide authorization in an

FCC approved format to the current provider of record to remove local service provider protection before any changes in local service provider are processed.

7.2.1 AT&T-NORTH CAROLINA shall be free to connect an End User to any competitive local exchange carrier based upon that competitive local exchange carrier's request and that competitive local exchange carrier's assurance that proper End User authorization has been obtained. CLEC shall make any such authorization it has obtained available to AT&T-NORTH CAROLINA upon request and at no charge.

7.2.1.1 Intentionally Omitted.

7.3 When an End User changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the End User's direction or the direction of the End User's authorized agent. Further, when an End User abandons its premise, AT&T-NORTH CAROLINA is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities.

7.4 Neither Party shall be obligated by this Appendix to investigate any allegations of unauthorized changes in local exchange service (slamming) on behalf of the other Party or a Third Party.

7.5 Should AT&T-NORTH CAROLINA receive an order from CLEC for services under this Appendix, and AT&T-NORTH CAROLINA is currently providing the same services to another local service provider for the same End User, CLEC agrees that AT&T-NORTH CAROLINA may notify the local service provider from whom the End User is being converted of CLEC's order coincident with or following processing CLEC's order. It shall then be the responsibility of the former local service provider of record and CLEC to resolve any issues related to the End User. This Section 7.5 shall not apply to new or additional lines and services purchased by the End User from multiple CLECs or from AT&T-NORTH CAROLINA.

7.5.1 Intentionally Omitted.

7.5.2 Intentionally Omitted.

7.6 CLEC is solely responsible for the payment of all charges for all services furnished under this Appendix, including but not limited to, calls originated or accepted at CLEC's location and its End Users' service locations; provided, however, CLEC shall not be responsible for payment of charges for any retail services furnished by AT&T-NORTH CAROLINA directly to End Users and billed by AT&T-NORTH CAROLINA directly to End Users.

7.6.1 Interexchange carried traffic (for example, sent-paid, information services and alternate operator services messages) received by AT&T-NORTH CAROLINA for billing to resold End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages originated from a resold account and will not be billed by AT&T-NORTH CAROLINA.

7.7 AT&T-NORTH CAROLINA shall not be responsible for the manner in which utilization of resold services or the associated charges are allocated to End Users or others by CLEC. All applicable rates and charges for services provided to CLEC under this Appendix will be billed directly to CLEC and shall be the responsibility of CLEC; provided, however, that CLEC shall not be responsible for payment of charges for any retail services furnished by AT&T-NORTH CAROLINA directly to End Users and billed by AT&T-NORTH CAROLINA directly to End Users.

7.7.1 Charges billed to CLEC for all services provided under this Appendix shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.

7.8 If CLEC does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900) calls, it must order the appropriate blocking for lines provided under this Appendix and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any

charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems. Charges for Alternatively Billed Calls shall be paid by CLEC at the rated value of the call less the appropriate State discount.

- 7.9 CLEC shall be responsible for modifying and connecting any of its systems with AT&T-NORTH CAROLINA provided interfaces as described in this Appendix and Appendix OSS.
- 7.10 CLEC shall be responsible for providing to its End Users and to AT&T-NORTH CAROLINA a telephone number or numbers that CLEC's End Users may use to contact CLEC in the event that the End User desires a repair/service call.
 - 7.10.1 In the event that CLEC's End Users contact AT&T-NORTH CAROLINA with regard to repair requests, AT&T-NORTH CAROLINA shall inform such End Users to call CLEC and may provide CLEC's contact number.
- 7.11 Intentionally Omitted.
- 7.12 CLEC will provide forecasts to AT&T-NORTH CAROLINA every January and July using the AT&T-NORTH CAROLINA network information form, or a format mutually agreed to by the Parties. These written forecasts will be based on CLEC's best estimates and will include all resale products CLEC will be ordering within the forecast period.

**APPENDIX FOR ACCESS
TO AT&T INC.'S STRUCTURE
(POLES, CONDUITS, AND RIGHTS-OF-WAYS)**

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APPENDIX FOR ACCESS TO AT&T INC.'S STRUCTURE (POLES, CONDUITS, AND RIGHTS-OF-WAYS)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Rights-of-Way (ROW), Conduits and Poles provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications Inc. d/b/a AT&T-ALABAMA, d/b/a AT&T-FLORIDA, d/b/a AT&T-GEORGIA, d/b/a AT&T-KENTUCKY, d/b/a AT&T-LOUISIANA, d/b/a AT&T-MISSISSIPPI, d/b/a AT&T-NORTH CAROLINA, d/b/a AT&T-SOUTH CAROLINA and d/b/a AT&T-TENNESSEE, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, 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 Intentionally Omitted.
- 1.4 Intentionally Omitted.
- 1.5 Intentionally Omitted.
- 1.6 Intentionally Omitted.
- 1.7 Intentionally Omitted.
- 1.8 Intentionally Omitted.
- 1.9 Intentionally Omitted.
- 1.10 Intentionally Omitted.
- 1.11 "AT&T-NORTH CAROLINA" means the AT&T-owned ILEC doing business in North Carolina.

2. DEFINITIONS

- 2.1 Definitions in General. As used in this Agreement, the terms defined in this article shall have the meanings set forth below in Sections 2.1 to 2.17 except as the context otherwise requires.
- 2.2 Authorized Contractor. As used in this Agreement the term "Authorized Contractor" is used when referring to any contractor which is included on a list of contractors mutually approved by Attaching Party and AT&T-NORTH CAROLINA and who subject to Attaching Party's direction and control, and subject to the requirements and policies in each state, perform facilities modification or make-ready work which would ordinarily be performed by AT&T-NORTH CAROLINA or persons acting on AT&T-NORTH CAROLINA's behalf as more specifically detailed in Section 21.2.
- 2.3 Conduit. The term "conduit" refers to tubes or structures, usually underground or on bridges, containing one or more ducts used to enclose cables, wires, and associated transmission equipment. As used in this Agreement, the term "conduit" refers only to conduit structures (including ducts, manholes and handholes) and space within those structures and does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other AT&T-NORTH CAROLINA structures (such as huts and cabinets) which branch off from or are connected to AT&T-NORTH CAROLINA's conduit.
- 2.4 Conduit System. The term "conduit system" refers to any combination of ducts, conduits, manholes, and handholes joined to form an integrated whole. As used in this Agreement, the term "conduit

- system” does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other AT&T-NORTH CAROLINA structures (such as huts and cabinets) which branch off from or are connected to AT&T-NORTH CAROLINA's conduit.
- 2.5 Duct. The term “duct” refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other equipment. As used in this Agreement, the term “duct” includes “inner ducts” created by subdividing a duct into smaller channels, but does not include cables and other telecommunications equipment located within such ducts.
- 2.6 Handhole. The term “handhole” refers to a structure similar in function to a manhole, but which is too small for personnel to enter. As used in this Agreement, the term “handhole” refers only to handholes which are part of AT&T-NORTH CAROLINA's conduit system and does not refer to handholes which provide access to buried cables not housed within AT&T-NORTH CAROLINA ducts or conduits. As used in this Agreement, the term “handhole” refers only to handhole structures owned or controlled by AT&T-NORTH CAROLINA and does not include cables and other telecommunications equipment located within handhole structures.
- 2.7 Occupancy Permit. The term “occupancy permit” refers to a written instrument confirming that AT&T-NORTH CAROLINA has granted the structure access request of Attaching Party or a third party for access to pole, duct, conduit, or rights-of-way space.
- 2.8 Maintenance Duct. The term “maintenance duct” generally refers to a full-sized duct (typically three inches in diameter or larger) for use, on a short-term basis, for maintenance, repair, or emergency restoration activities. The term “maintenance duct” does not include ducts and conduits extending from an AT&T-NORTH CAROLINA manhole to customer premises. When only one usable full-sized duct remains in a conduit section, that duct shall be deemed to be the maintenance duct.
- 2.9 Make-ready Work. The term “make-ready work” refers to all work performed or to be performed to prepare AT&T-NORTH CAROLINA's poles, ducts, conduits, rights-of-way, and related facilities for the requested occupancy or attachment of Attaching Party's facilities.
- 2.10 Manhole. The term “manhole” refers to an enclosure, usually below ground level and entered through a hole on the surface, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in ducts or conduits which are parts of AT&T-NORTH CAROLINA's conduit system. As used in this Agreement, the term “manhole” does not include cables and other telecommunications equipment located within manhole structures.
- 2.11 Other User. The term “Other User” refers to entities, other than the Attaching Party, with facilities on an AT&T-NORTH CAROLINA pole, duct, conduit or rights-of-way to which the Attaching Party has obtained access. Other Users may include AT&T-NORTH CAROLINA, other attaching parties, municipalities or other governmental entities, and electric utilities (which may own interests in AT&T-NORTH CAROLINA's poles, ducts, conduits or rights-of-ways).
- 2.12 Overlashing. The term “Overlashing” refers to the practice of placing an additional cable by lashing such cable with spinning wire over an existing cable and strand.
- 2.13 Periodic Inspections. The term “periodic inspections” refers to inspections that are planned and scheduled by AT&T-NORTH CAROLINA, for the purpose of inspecting the facilities of CLEC's attached to AT&T-NORTH CAROLINA structure, (poles, conduits, and rights-of-way).
- 2.14 Pole. The term “pole” refers to poles (and associated anchors) which are owned or controlled by AT&T-NORTH CAROLINA and does not include cables and other telecommunications equipment attached to pole structures.
- 2.15 Rights-of-way. The term “rights-of-way” refers to AT&T-NORTH CAROLINA owned or controlled legal rights to pass over or through property of another party and used by AT&T-NORTH CAROLINA for its telecommunications distribution system. For purposes of this Agreement, “rights-of-way” includes

property owned by AT&T-NORTH CAROLINA and used by AT&T-NORTH CAROLINA for its telecommunications distribution facilities. Rights-of-way does not include:

- 2.15.1 cables and other telecommunications equipment buried or located on such rights-of-way,
 - 2.15.2 public rights-of-way (which are owned by and subject to the control of governmental entities), or
 - 2.15.3 any space which is owned and controlled by a third-party property owner and occupied by AT&T-NORTH CAROLINA with permission from such owner rather than as a matter of legal right.
- 2.16 Spot Inspections. The term "spot inspections" refers to spontaneous inspections done by AT&T-NORTH CAROLINA, which may be initiated, at AT&T-NORTH CAROLINA's discretion for the purpose of ensuring safety and compliance with AT&T-NORTH CAROLINA standards.
- 2.17 Structure. The term "Structure" refers collectively to poles, ducts, conduits and rights-of-way.

3. SCOPE OF AGREEMENT

- 3.1 This Agreement establishes the rates, terms, conditions, and procedures by which AT&T-NORTH CAROLINA shall provide non-discriminatory access to AT&T-NORTH CAROLINA's Structure. Separate tariffs, appendix, or agreements shall govern Attaching Party's access, if any, to the following facilities which require special security, technical, and construction arrangements outside the scope of this Agreement:
- 3.1.1 AT&T-NORTH CAROLINA's central office vaults and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from AT&T-NORTH CAROLINA's central offices;
 - 3.1.2 controlled environment vaults (CEVs), huts, cabinets, and other similar outside plant structures and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from such vaults, huts, cabinets, and structures;
 - 3.1.3 ducts and conduits located within buildings owned by AT&T-NORTH CAROLINA; and
 - 3.1.4 ducts, conduits, equipment rooms, and similar spaces located in space leased by AT&T-NORTH CAROLINA from third-party property owners for purposes other than to house cables and other equipment in active service as part of AT&T-NORTH CAROLINA's network distribution operations.
- 3.2 No Transfer of Property Rights to Attaching Party. Nothing contained in this Agreement, or any occupancy permit subject to this Agreement, shall create or vest (or be construed as creating or vesting) in either party any right, title, or interest in or to any real or personal property owned by the other.
- 3.3 No Effect on AT&T-NORTH CAROLINA's Right to Abandon, Convey or Transfer Structure. Nothing contained in this Agreement, or any occupancy permit subject to this Agreement, shall in any way affect AT&T-NORTH CAROLINA's right to abandon, convey, or transfer to any other person or entity AT&T-NORTH CAROLINA's interest in any of AT&T-NORTH CAROLINA's Structure. AT&T-NORTH CAROLINA shall give Attaching Party at least 60 days written notice prior to abandoning, conveying, or transferring any Structure to which Attaching Party has already attached its facilities, or any Structure on which Attaching Party has already been assigned space. The notice shall identify the transferee, if any, to whom any such pole, duct, conduit, or rights-of-way is to be conveyed or transferred.

4. INTENTIONALLY LEFT BLANK

5. GENERAL PROVISIONS

- 5.1 Entire Agreement. This Agreement, together with the interconnection agreement, if any, of which this Agreement is a part, and the Guidelines for Access to AT&T-NORTH CAROLINA Structure, attached

hereto and incorporated herein by reference, sets forth the entire understanding and agreement of the parties.

- 5.2 Prior Agreements Superseded. This Agreement supersedes all prior agreements and understandings, whether written or oral, between Attaching Party and AT&T-NORTH CAROLINA relating to the placement and maintenance of Attaching Party's facilities on and within AT&T-NORTH CAROLINA's poles, ducts, and conduits within this State.
- 5.3 Amendments Shall Be in Writing. Except as otherwise specifically provided to the contrary by other provisions of this Agreement, the terms and conditions of this Agreement shall not be amended, changed or altered except in writing and with approval by authorized representatives of both parties.
- 5.4 Survival of Obligations. Any liabilities or obligations of either party for acts or omissions prior to the termination of this Agreement, any obligations of either party under provisions of this Agreement relating to confidential and proprietary information, indemnification, limitations of liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, will survive the termination of this Agreement.
- 5.5 Effect on Licenses or Occupancy Permits Issued Under Prior Agreements. All currently effective pole attachment and conduit occupancy permits granted to Attaching Party shall, on the effective date of this Agreement, be subject to the rates, terms, conditions, and procedures set forth in this Agreement.
- 5.6 The parties shall at all times observe and comply with, and the provisions of this Agreement are subject to, all applicable federal, state, and local laws, ordinances, and regulations which in any manner affect the rights and obligations of the parties.

6. DISCLAIMER OF WARRANTIES

AT&T-NORTH CAROLINA MAKES NO REPRESENTATIONS AND DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED, THAT AT&T-NORTH CAROLINA'S POLES, DUCTS, CONDUITS AND WARRANTIES ARE SUITABLE FOR THE ATTACHING PARTY'S INTENDED USES OR ARE FREE FROM DEFECTS. THE ATTACHING PARTY SHALL IN EVERY INSTANCE BE RESPONSIBLE TO DETERMINE THE ADEQUACY OF AT&T-NORTH CAROLINA'S POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY FOR THE ATTACHING PARTY'S INTENDED USE.

7. DISPUTE RESOLUTION

- 7.1 The parties agree that the dispute resolution provisions of the General Terms and Conditions of the Interconnection Agreement shall apply to disputes under this agreement.

8. INDEMNIFICATION

- 8.1 The parties agree that the indemnity provisions of the General Terms and Conditions of the Interconnection Agreement shall apply in addition to the additional indemnity language below: in Section 8.2-8.5.
- 8.2 Indemnification for Environmental Claims.
 - 8.2.1 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the violation or breach, by any employee of the indemnifying party or other person acting on the indemnifying party's behalf, of
 - 8.2.1.1 any federal, state, or local environmental statute, rule, regulation, ordinance, or other law or
 - 8.2.1.2 any provision or requirement of this Agreement dealing with hazardous substances or protection of the environment.

- 8.2.2 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous substances, by any employee of the indemnifying party, or by any person acting on the indemnifying party's behalf, while present on, within, or in the vicinity of any AT&T-NORTH CAROLINA pole, duct, conduit, or rights-of-way.
- 8.2.3 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the removal or disposal of any hazardous substances by the indemnifying party or by any person acting on the indemnifying party's behalf, or arising out of or in connection with the subsequent storage, processing or other handling of such hazardous substances by any person or entity after they have been removed by the indemnifying party or persons acting on the indemnifying party's behalf from the site of any AT&T-NORTH CAROLINA pole, duct, conduit, or rights-of-way.
- 8.2.4 Except as otherwise specifically provided in this section, neither party shall be required to indemnify or defend the other party against, or hold the other party harmless from any Claims for which the other party may be liable under any federal, state, or local environmental statute, rule, regulation, ordinance, or other law.
- 8.3 Miscellaneous Claims. Attaching Party shall indemnify, on request defend, and hold AT&T-NORTH CAROLINA harmless from any and all Claims, of every kind and character, made, brought, or sought against AT&T-NORTH CAROLINA by any person or entity, arising out of or in connection with the subject matter of this Agreement and based on either:
- 8.3.1 claims for taxes, municipal fees, franchise fees, right-to-use fees, and other special charges assessed on AT&T-NORTH CAROLINA due to the placement or presence of Attaching Party's facilities on or within AT&T-NORTH CAROLINA's poles, ducts, conduits, or rights-of-way; or
- 8.3.2 claims based on the violation by Attaching Party of any third party's intellectual property rights, including but not limited to claims for copyright infringement, patent infringement, or unauthorized use or transmission of television or radio broadcast programs or other program material.
- 8.4 Attaching Party's General Indemnity Obligations to AT&T-NORTH CAROLINA. This section applies only in those situations not expressly covered by Sections 8.3-8.10 and does not apply to any Claims resulting from Attaching Party's enforcement of its rights against AT&T-NORTH CAROLINA pursuant to this Agreement or other provisions in the parties' interconnection agreement, if any. Except as otherwise expressly provided in this Agreement to the contrary, and subject to the exclusions set forth in Section 8.2, Attaching Party shall indemnify, on request defend, and hold AT&T-NORTH CAROLINA harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with Attaching Party's access to or use of AT&T-NORTH CAROLINA's poles, ducts, conduits, or rights-of-way, Attaching Party's performance of any acts authorized under this Agreement, or the presence or activities of Attaching Party's employees or other personnel acting on Attaching Party's behalf on, within, or in the vicinity of AT&T-NORTH CAROLINA's poles, ducts, conduits, or rights-of-way.
- 8.5 AT&T-NORTH CAROLINA's General Indemnity Obligations to Attaching Party. This section applies only in those situations not expressly covered by Sections 8.3-8.9 and does not apply to any Claims resulting from AT&T-NORTH CAROLINA's enforcement of its rights against Attaching Party pursuant to this Agreement or other provisions in the parties' interconnection agreement, if any. Except as otherwise expressly provided in this Agreement to the contrary, AT&T-NORTH CAROLINA shall indemnify, on request defend, and hold Attaching Party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with AT&T-NORTH CAROLINA's access to or use of AT&T-NORTH CAROLINA's poles, ducts, conduits, or rights-of-way, AT&T-NORTH CAROLINA's

performance of any acts authorized under this Agreement, or the presence or activities of AT&T-NORTH CAROLINA's employees or other personnel acting on AT&T-NORTH CAROLINA's behalf on, within, or in the vicinity of AT&T-NORTH CAROLINA's poles, ducts, conduits, or rights-of-way.

9. LIABILITIES AND LIMITATIONS OF LIABILITY

9.1 The parties agree that the Liabilities and limitations provisions of the General Terms and Conditions of the Interconnection Agreement shall apply under this agreement.

10. INSURANCE

10.1 The parties agree that the insurance provisions of the General Terms and Conditions of the Interconnection Agreement shall apply under this agreement.

11. ASSIGNMENT OF RIGHTS

11.1 Assignment Permitted. Neither party may assign, or otherwise transfer its rights or obligations, under this Agreement except as provided in this section.

11.1.1 AT&T-NORTH CAROLINA may assign its rights, delegate its benefits, and delegate its duties and obligations under this Agreement, without Attaching Party's consent, to any entity controlling, controlled by, or under common control with AT&T-NORTH CAROLINA or which acquires or succeeds to ownership of substantially all of AT&T-NORTH CAROLINA's assets.

11.1.2 Overlapping of Attaching Party's facilities on AT&T-NORTH CAROLINA poles by a third party will be allowed under the following conditions:

11.1.2.1 The Overlapping entity must enter into an agreement with AT&T-NORTH CAROLINA for access to AT&T-NORTH CAROLINA Structures and abide by the terms and conditions of such an Occupancy Permit.

11.1.2.2 The Overlapping entity must obtain written approval from the Attaching Party and provide a copy to AT&T-NORTH CAROLINA prior to submitting a request for access to structure.

11.1.2.3 The Overlapping party must submit a written request for access to structure, and indicate on the request that the request is for Overlapping of an existing attachment of the Attaching Party in order to ensure that pole loadings are not exceeded.

11.1.2.4 The Overlapping entity is responsible for paying the fees for Overlapping in Appendix I and/or the Pricing Schedule which are separate and in addition to the fees paid by the Attaching Party (e.g. the application fees and all make ready fees, etc.).

11.1.3 Attaching Party may, ancillary to a bona fide loan transaction between Attaching Party and any lender, and without AT&T-NORTH CAROLINA's consent, grant security interests or make collateral assignments in substantially all of Attaching Party's assets, including Attaching Party's rights under this Agreement, subject to the express terms of this Agreement. In the event Attaching Party's lender, in the bona fide exercise of its rights as a secured lender, forecloses on its security interest or arranges for a third party to acquire Attaching Party's assets through public or private sale or through an Agreement with Attaching Party, Attaching Party's lender or the third party acquiring Attaching Party's rights under this Agreement shall assume all outstanding obligations of Attaching Party under the agreement and provide proof satisfactory to AT&T-NORTH CAROLINA that such lender or third party has complied or will comply with all requirements established under this Agreement. Notwithstanding any provisions of this Agreement to the contrary, such foreclosure by Attaching Party's lender or acquisition of assets by such third party shall not constitute a breach of this Agreement and, upon such foreclosure or acquisition, Attaching Party's lender or such third party shall succeed to all rights and remedies of Attaching Party under this Agreement (other than those rights and remedies, if any, which have not been transferred and, if Attaching Party is a debtor under the Federal Bankruptcy Code,

those rights, if any, which remain a part of the debtor's estate notwithstanding an attempted foreclosure or transfer) and to all duties and obligations of Attaching Party under the Agreement, including liability to AT&T-NORTH CAROLINA for any act, omission, default, or obligation that arose or occurred under the Agreement prior to the date on which such lender or third party succeeds to the rights of Attaching Party under the Agreement, as applicable.

- 11.1.4 No assignment or transfer by Attaching Party of rights under this Agreement, occupancy permit subject to this Agreement, or authorizations granted under this Agreement shall be effective until Attaching Party, its successors, and assigns have complied with the provisions of this article, secured AT&T-NORTH CAROLINA's prior written consent to the assignment or transfer, if necessary, and given AT&T-NORTH CAROLINA notice of the assignment or transfer pursuant to Section 11.3.
- 11.2 Incorporations, Mergers, Acquisitions, and Other Changes in Attaching Party's Legal Identity. When the legal identity or status of Attaching Party changes, whether by incorporation, reincorporation, merger, acquisition, or otherwise, such change shall be treated as an assignment subject to the provisions of this article.
- 11.3 Assignment Shall Not Relieve Attaching Party of Prior Obligations. Except as otherwise expressly agreed by AT&T-NORTH CAROLINA in writing, no assignment permitted by AT&T-NORTH CAROLINA under this Agreement shall relieve Attaching Party of any obligations arising under or in connection with this Agreement, including but not limited to indemnity obligations under Section 8 of this Agreement or the interconnection agreement, if any.
- 11.4 Satisfaction of Existing Obligations and Assumption of Contingent Liabilities. AT&T-NORTH CAROLINA may condition its approval of any requested assignment or transfer on the assignee's or successor's payment or satisfaction of all outstanding obligations of Attaching Party under this Agreement and the assignee's or successor's assumption of any liabilities, or contingent liabilities, of Attaching Party arising out of or in connection with this Agreement.
- 11.5 Sub-Permits Prohibited. Nothing contained in this Agreement shall be construed as granting Attaching Party the right to sublease, sublicense, or otherwise transfer any rights under this Agreement or occupancy permits subject to this Agreement to any third party. Except as otherwise expressly permitted in this Agreement, Attaching Party shall not allow third party to attach or place facilities to or in pole or conduit space occupied by or assigned to Attaching Party or to utilize such space.

12. TERMINATION OF AGREEMENT OR OCCUPANCY PERMITS; REMEDIES FOR BREACHES

- 12.1 Termination Due to Non-Use of Facilities or Loss of Required Authority. This Agreement and all occupancy permits subject to this Agreement shall terminate if Attaching Party ceases to have authority to do business or ceases to do business in this State, ceases to have authority to provide or ceases to provide cable television services in this State (if Attaching Party is cable television system having access to AT&T-NORTH CAROLINA's poles, ducts, conduits or rights-of-way solely to provide cable television service), ceases to have authority to provide or ceases to provide telecommunications services in this State (if Attaching Party is a telecommunications carrier which does not also have authority to provide cable television service in this State), or ceases to make active use of AT&T-NORTH CAROLINA's poles, ducts, conduits, and rights-of-way.
- 12.2 Individual occupancy permits subject to this Agreement shall terminate if (a) Attaching Party ceases to utilize the pole attachment or conduit or rights-of-way space subject to such occupancy permit or (b) Attaching Party's permission to use or have access to particular poles, ducts, conduits, or rights-of-way has been revoked, denied, or terminated, or local governmental authority or third-party property owner having authority to revoke, deny, or terminate such use or access.
- 12.3 Limitation, Termination, or Refusal of Access for Certain Material Breaches. Attaching Party's access to AT&T-NORTH CAROLINA's Structure shall not materially interfere with or impair service over any facilities of AT&T-NORTH CAROLINA or any Other User, cause material damage to AT&T-NORTH

CAROLINA's plant or the plant of any Other User, impair the privacy of communications carried over the facilities of AT&T-NORTH CAROLINA or any Other User, or create serious hazards to the health or safety of any persons working on, within, or in the vicinity of AT&T-NORTH CAROLINA's poles, ducts, rights-of-way or to the public. Upon reasonable notice and opportunity to cure, AT&T-NORTH CAROLINA may limit, terminate or refuse access if Attaching Party violates this provision.

- 12.4 Notice and Opportunity to Cure Breach. In the event of any claimed breach of this Agreement by either party, the aggrieved party may give written notice of such claimed breach.
- 12.5 The complaining party shall not be entitled to pursue any remedies available under this Agreement or relevant law unless such notice is given, and
- 12.5.1 the breaching party fails to cure the breach within 30 days of such notice, if the breach is one which can be cured within 30 days, or
- 12.5.2 the breaching party fails to commence promptly and pursue diligently a cure of the breach, if the required cure is such that more than 30 days will be required to effect such cure.
- 12.6 Remedies for Breach. Subject to the provisions of this article, either party may terminate this Agreement in the event of a material breach by the other party or exercise any other legal or equitable right which such party may have to enforce the provisions of this Agreement. In any action based on an alleged breach of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred by such party, including but not limited to reasonable attorneys' fees.

13. FAILURE TO ENFORCE

- 13.1 No Waiver. The failure by either party to take action to enforce compliance with any of the terms or conditions of this Agreement, to give notice of any breach, or to terminate this Agreement or any occupancy permit or authorization subject to this Agreement shall not constitute a waiver or relinquishment of any term or condition of this Agreement, a waiver or relinquishment of the right to give notice of breach, or waiver or relinquishment of any right to terminate this Agreement.

14. CONFIDENTIALITY OF INFORMATION

- 14.1 Information Provided by Attaching Party to AT&T-NORTH CAROLINA. Except as otherwise specifically provided in this Agreement, all company-specific and customer-specific information submitted by Attaching Party to AT&T-NORTH CAROLINA in connection with this Agreement (including but not limited to information submitted in connection with Attaching Party's applications for occupancy permit shall be deemed to be "confidential" or "proprietary" information of Attaching Party and shall be subject to the terms set forth in this article. Confidential or proprietary information specifically includes information or knowledge related to Attaching Party's review of records regarding a particular market area, or relating to assignment of space to Attaching Party in a particular market area, and further includes knowledge or information about the timing of Attaching Party's request for or review of records or its inquiry about AT&T-NORTH CAROLINA facilities. This article does not limit the use by AT&T-NORTH CAROLINA of aggregate information relating to the occupancy and use of AT&T-NORTH CAROLINA's Structure by firms other than AT&T-NORTH CAROLINA (that is, information submitted by Attaching Party and aggregated by AT&T-NORTH CAROLINA in a manner that does not directly or indirectly identify Attaching Party).
- 14.2 Access Limited to Persons with a Need to Know. Confidential or proprietary information provided by Attaching Party to AT&T-NORTH CAROLINA in connection with this Agreement shall not be disclosed to, shared with, or accessed by any person or persons other than those who have a need to know such information for the limited purposes set forth in Sections 14.3-14.6.
- 14.3 Permitted Uses of Attaching Party's Confidential Information. Notwithstanding the provisions of Sections 14.1 and 14.2 above, AT&T-NORTH CAROLINA and persons acting on AT&T-NORTH CAROLINA's behalf may utilize Attaching Party's confidential or proprietary information for the following purposes:

- 14.3.1 posting information, as necessary, to AT&T-NORTH CAROLINA's outside plant records;
- 14.3.2 placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing AT&T-NORTH CAROLINA's Structure and any AT&T-NORTH CAROLINA facilities located on, within, or in the vicinity of such Structure;
- 14.3.3 performing AT&T-NORTH CAROLINA's obligations under this Agreement and similar agreements with third parties;
- 14.3.4 determining which of AT&T-NORTH CAROLINA's Structure are (or may in the future be) available for AT&T-NORTH CAROLINA's own use, and making planning, engineering, construction, and budgeting decisions relating to AT&T-NORTH CAROLINA's Structure;
- 14.3.5 preparing cost studies;
- 14.3.6 responding to regulatory requests for information;
- 14.3.7 maintaining AT&T-NORTH CAROLINA's financial accounting records; and
- 14.3.8 complying with other legal requirements relating to Structure.
- 14.4 Defense of Claims. In the event of a dispute between AT&T-NORTH CAROLINA and any person or entity, including Attaching Party, concerning AT&T-NORTH CAROLINA's performance of this Agreement, satisfaction of obligations under similar agreements with third parties, compliance with the Pole Attachment Act, compliance with the Telecommunications Act of 1996, or compliance with other federal, state, or local laws, regulations, commission orders, and the like, AT&T-NORTH CAROLINA may utilize confidential or proprietary information submitted by Attaching Party in connection with this Agreement as may be reasonable or necessary to demonstrate compliance, protect itself from allegations of wrongdoing, or comply with subpoenas, court orders, or reasonable discovery requests; provided, however, that AT&T-NORTH CAROLINA shall not disclose Attaching Party's proprietary or confidential information without first, at AT&T-NORTH CAROLINA's option:
 - 14.4.1 obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of Attaching Party's information;
 - 14.4.2 seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or
 - 14.4.3 providing Attaching Party notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.
- 14.5 Response to Subpoenas, Court Orders, and Agency Orders. Nothing contained in this article shall be construed as precluding AT&T-NORTH CAROLINA from complying with any subpoena, civil or criminal investigative demand, or other order issued or entered by a court or agency of competent jurisdiction; provided, however, that AT&T-NORTH CAROLINA shall not disclose Attaching Party's proprietary or confidential information without first, at AT&T-NORTH CAROLINA's option:
 - 14.5.1 obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of Attaching Party's information;
 - 14.4.2 seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or
 - 14.5.3 providing Attaching Party notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

15. ACCESS TO RIGHTS-OF-WAY

- 15.1 To the extent AT&T-NORTH CAROLINA has the authority to do so, AT&T-NORTH CAROLINA grants Attaching Party a right to use any rights-of-way for AT&T-NORTH CAROLINA poles, ducts, or conduits to which Attaching Party may attach its facilities for the purposes of constructing, operating and

maintaining such Attaching Party's facilities on AT&T-NORTH CAROLINA's poles, ducts or conduits. Notwithstanding the foregoing, Attaching Party shall be responsible for determining the necessity of and obtaining from private and/or public authority any necessary consent, easement, rights-of-way, license, permit, permission, certification or franchise to construct, operate and/or maintain its facilities on private and public property at the location of the AT&T-NORTH CAROLINA pole, duct or conduit to which Attaching Party seeks to attach its facilities. Attaching Party shall furnish proof of any such easement, rights-of-way, license, permit, permission, certification, or franchise within thirty (30) days of request by AT&T-NORTH CAROLINA. AT&T-NORTH CAROLINA does not warrant the validity or apportionability of any rights it may hold to place facilities on private property.

- 15.2 Private Rights-of-Way Not Owned or Controlled by Either Party. Neither party shall restrict or interfere with the other party's access to or right to occupy property owned by third-parties which is not subject to the other party's control, including property as to which either party has access subject to non-exclusive rights-of-way. Each party shall make its own, independent legal assessment of its right to enter upon or use the property of third-party property owners and shall bear all expenses, including legal expenses, involved in making such determinations.
- 15.3 Access to Rights-of-Way Generally. At locations where AT&T-NORTH CAROLINA has access to third-party property pursuant to non-exclusive rights-of-way, AT&T-NORTH CAROLINA shall not interfere with Attaching Party's negotiations with third-party property owners for similar access or with Attaching Party's access to such property pursuant to easements or other rights-of-ways obtained by Attaching Party from the property owner. At locations where AT&T-NORTH CAROLINA has obtained exclusive rights-of-way from third-party property owners or otherwise controls the rights-of-way, AT&T-NORTH CAROLINA shall, to the extent space is available, and subject to reasonable safety, reliability, and engineering conditions, provide access to Attaching Party on a nondiscriminatory basis, provided that the underlying agreement with the property owner permits AT&T-NORTH CAROLINA to provide such access, and provided further that AT&T-NORTH CAROLINA's charges for such access shall include Attaching Party's pro rata portion of the charges, if any, paid by AT&T-NORTH CAROLINA to obtain the rights-of-way, plus any other documented legal, administrative, and engineering costs incurred by AT&T-NORTH CAROLINA in obtaining the rights-of-way and processing Attaching Party's request for access.

16. SPECIFICATIONS

- 16.1 Compliance with Requirements, Specifications, and Standards. Attaching Party's facilities attached to AT&T-NORTH CAROLINA's poles or occupying space in AT&T-NORTH CAROLINA's ducts, conduits, and rights-of-way shall be attached, placed, constructed, maintained, repaired, and removed in full compliance with the requirements, specifications, and standards specified in this Agreement and the Administrative Guide.
- 16.2 Published Standards. Attaching Party's 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:
- 16.2.1 the Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book";
- 16.2.2 the National Electrical Safety Code ("NESC"), published by the Institute of Electrical and Electronic Engineers, Inc. ("IEEE");
- 16.2.3 the National Electrical Code ("NEC"), published by the National Fire Protection Association ("NFPA");
- 16.2.4 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,
- 16.2.5 the AT&T-NORTH CAROLINA Structure Access Guidelines.

- 16.3 Opening of Manholes and Access to Conduit. The following requirements apply to the opening of AT&T-NORTH CAROLINA's manholes and access to AT&T-NORTH CAROLINA's conduit system.
- 16.3.1 Attaching Party will notify AT&T-NORTH CAROLINA not less than 5 business days in advance before entering AT&T-NORTH CAROLINA's conduit system to perform non-emergency work operations. Such operations shall be conducted during normal business hours except as otherwise agreed by the parties. The notice shall state the general nature of the work to be performed.
- 16.3.2 An authorized employee or representative of AT&T-NORTH CAROLINA may be present any time when Attaching Party or personnel acting on Attaching Party's behalf enter or perform work within AT&T-NORTH CAROLINA's conduit system. Attaching party must notify AT&T-NORTH CAROLINA when Attaching Party has completed such work in the conduit system. If AT&T-NORTH CAROLINA has not had the opportunity to complete the review, AT&T-NORTH CAROLINA will attempt to meet with Attaching Party's contractors to finalize the review. If AT&T-NORTH CAROLINA is not available when Attaching Party notifies AT&T-NORTH CAROLINA of their notice of completion then AT&T-NORTH CAROLINA will perform a post-construction inspection as described in section 26.1. Attaching Party shall reimburse AT&T-NORTH CAROLINA for costs associated with the presence of AT&T-NORTH CAROLINA's authorized employee or representative.
- 16.3.3 Each party must obtain any necessary authorization from appropriate authorities to open manholes.

17. ACCESS TO RECORDS

- 17.1 AT&T-NORTH CAROLINA will, upon request and at the expense of the Attaching Party, provide Attaching Party access to and copies of redacted maps, records and additional information relating to the location, capacity and utilization of AT&T-NORTH CAROLINA's Structure. Upon request, AT&T-NORTH CAROLINA will meet with the Attaching Party to clarify matters relating to maps, records or additional information. AT&T-NORTH CAROLINA does not warrant the accuracy or completeness of information on any maps or records.
- 17.2 Maps, records or information are and remain the proprietary property of AT&T-NORTH CAROLINA, are provided to the Attaching Party solely for the pursue of enabling the Attaching Party to obtain access to AT&T-NORTH CAROLINA's Structure, and may not be resold, reproduced or disseminated by the Attaching Party.
- 17.3 AT&T-NORTH CAROLINA will provide information currently available on the AT&T-NORTH CAROLINA's maps and/or records regarding:
- 17.3.1 the location of Structure and street addresses for manholes and poles as shown on AT&T-NORTH CAROLINA's maps;
- 17.3.2 the footage between manholes or lateral ducts lengths, as shown on AT&T-NORTH CAROLINA's maps;
- 17.3.3 the footage between poles, if shown on AT&T-NORTH CAROLINA's maps;
- 17.3.4 the total capacity of the Structure
- 17.3.5 the existing utilization of the Structure.
- 17.4 AT&T-NORTH CAROLINA will not acquire additional information or provide information in formats other than that in which it currently exists and is maintained by AT&T-NORTH CAROLINA.
- 17.5 AT&T-NORTH CAROLINA will expunge any confidential or proprietary information from its maps and records prior to providing access to the Attaching Party.

17.6 AT&T-NORTH CAROLINA will:

17.6.1 Within five (5) business days after attaching party submits Billing Authorization to AT&T-NORTH CAROLINA, AT&T-NORTH CAROLINA will notify attaching party of the place and time that attaching party may view the Structure Records.

17.6.2 The viewing room must be reserved for a minimum of two (2) hours. Attaching Party may request additional time prior to the viewing date. AT&T-NORTH CAROLINA may not be able to provide attaching party with unscheduled additional time for viewing AT&T-NORTH CAROLINA Structure Records on the viewing date, but if unable will immediately make alternative arrangements that are mutually acceptable for the viewing of records as soon thereafter as possible.

17.6.3 AT&T-NORTH CAROLINA may make available at the Attaching Party's expense, an AT&T-NORTH CAROLINA representative with sufficient knowledge about AT&T-NORTH CAROLINA Structure Records to clarify matters relating to such Structure Records and to assist Attaching Party during their viewing.

17.7 Charges associated with map preparation, viewing and assistance will be on a Time and Material basis as set forth in the following Applicable Tariffs:

17.7.1 Intentionally Omitted

17.7.2 Intentionally Omitted.

17.7.3 Intentionally Omitted.

17.7.4 Intentionally Omitted.

17.7.5 AT&T-NORTH CAROLINA FCC No. 2 Access Services Tariff, Section 13.1.1

18. APPLICATIONS AND PRE-OCCUPANCY PERMIT SURVEYS

18.1 Occupancy Permits Required. Attaching Party shall apply in writing for and receive an occupancy permit before attaching facilities to specified AT&T-NORTH CAROLINA poles or placing facilities within specified AT&T-NORTH CAROLINA ducts, conduits, or rights-of-way.

18.2 Structure Access Request Form. To apply for an occupancy permit under this Agreement, Attaching Party shall submit to AT&T-NORTH CAROLINA the appropriate AT&T-NORTH CAROLINA request forms. Attaching Party shall promptly withdraw or amend its request if, at any time prior to the 45th day, it has determined that it no longer seeks access to specific AT&T-NORTH CAROLINA Structure. In addition, Attaching Party shall also:

18.2.1 submit payment for the estimate authorizing AT&T-NORTH CAROLINA or its contractor to complete the make-ready survey; or

18.2.2 advise AT&T-NORTH CAROLINA of its willingness to perform the proposed make-ready work itself or an Authorized Contractor if permissible in the application area.

18.2.3 confirm that Attaching Party has calculated storm loadings, guying, or pole class to ensure pole loadings are not exceeded and indicate if additional holding or loading capacity is required.

18.2.4 provide sufficient information to identify and describe the physical characteristics (size, dimensions, and weight) of apparatus enclosures and other facilities to be attached to AT&T-NORTH CAROLINA's poles or placed in AT&T-NORTH CAROLINA's conduit system.

18.3 Make-Ready Survey. A Make-Ready survey must be completed by AT&T-NORTH CAROLINA or, subject to the requirements and policies in each state, the Attaching Party before an occupancy permit is issued. The primary purposes of the make ready survey will be to enable AT&T-NORTH CAROLINA to:

- 18.3.1 confirm or determine the modifications, capacity expansion, and make-ready work, if any, necessary to accommodate Attaching Party's attachment of facilities to AT&T-NORTH CAROLINA structures;
- 18.3.2 plan and engineer the facilities modification, capacity expansion, and make-ready work, if any, required to prepare AT&T-NORTH CAROLINA's poles, ducts, conduits, rights-of-way, and associated facilities for Attaching Party's proposed attachments or occupancy;
- 18.3.3 estimate the costs associated with such facilities modification, capacity expansion, or make-ready work; and
- 18.3.4 identify the owner of the pole.

19. POLE, DUCT, AND CONDUIT SPACE ASSIGNMENTS

- 19.1 Selection of Space. AT&T-NORTH CAROLINA will select or approve the Attaching Party's selection of the space Applicant will occupy on AT&T-NORTH CAROLINA's poles or in AT&T-NORTH CAROLINA's conduit systems. Maintenance ducts shall not be considered available for Attaching Party's use except as specifically provided elsewhere in this Agreement. Where required by law or franchise agreement, ducts and attachment space on poles reserved for municipal use shall not be considered available for the Attaching Party's use. All other ducts, inner ducts, space on poles or space in rights-of-ways which are not assigned or occupied shall be deemed available for use by AT&T-NORTH CAROLINA, Attaching Party, and other parties entitled to access under applicable law.
- 19.2 Pole, Duct, and Conduit Space Assignments.
 - 19.2.1 After Attaching Party's application for a pole attachment or conduit occupancy permit has been approved by AT&T-NORTH CAROLINA, the pole, duct, and conduit space selected and/or approved by AT&T-NORTH CAROLINA in such application will be assigned to Attaching Party for a pre-occupancy period not to exceed twelve (12) months.
 - 19.2.2 Intentionally Omitted.
 - 19.2.3 AT&T-NORTH CAROLINA may assign space to itself by making appropriate entries in the same records used to log assignments to Attaching Party and third parties. If AT&T-NORTH CAROLINA assigns pole, duct, or conduit space to itself, such assignment will automatically lapse 12 months after the date the assignment has been entered into the appropriate AT&T-NORTH CAROLINA record if AT&T-NORTH CAROLINA has not occupied such assigned space within such 12 month period.
 - 19.2.4 Intentionally Omitted.
 - 19.2.5 Intentionally Omitted.
 - 19.2.6 Notices and applications including assignment requests will be date and time stamped on receipt.

20. ISSUANCE OF OCCUPANCY PERMITS (INCLUDING MAKE-READY WORK)

- 20.1 Response Within 45 Days. Within 45 days of Attaching Party's submission of a request for access to AT&T-NORTH CAROLINA Structure, AT&T-NORTH CAROLINA shall provide a written response to the application. The response shall state whether the request is being granted or denied, and if the request is denied, provide the reasons why the request is being denied. If denial of access is proposed, AT&T-13STATE will meet with the Attaching Party and explore in good faith reasonable alternatives to accommodate the proposed attachment. The Attaching Party must request such meeting within ten (10) business days of receipt of a notice of denial. AT&T-13STATE will schedule the meeting within ten (10) business days of receipt of the Attaching Party's written request for a meeting.
- 20.2 If access is granted the response will further advise Attaching Party in writing of:

- 20.2.1 what modifications, capacity expansions, or make-ready work, if any, will be required to prepare AT&T-NORTH CAROLINA's Structure, and
- 20.2.2 an estimate of charges for such modifications, capacity expansions, or make-ready work.
- 20.3 Make-ready Work. If it is determined that make ready work will be necessary to accommodate Attaching Party's facilities, Attaching Party shall have 45 days (the "acceptance period") to either:
- 20.3.1 submit payment for the estimate authorizing AT&T-NORTH CAROLINA or its contractor to complete the make-ready work; or
- 20.3.2 advise AT&T-NORTH CAROLINA of its willingness to perform the proposed make-ready work itself if permissible in the application area.
- 20.3.2.1 Make-ready work performed by Attaching Party, or by an Authorized Contractor selected by Attaching Party, shall be performed in accordance with AT&T-NORTH CAROLINA's specifications and in accordance with the same standards and practices which would be followed if such work were being performed by AT&T-NORTH CAROLINA or AT&T-NORTH CAROLINA's contractors. Neither Attaching Party nor Authorized Contractors selected by Attaching Party shall conduct such work in any manner which degrades the integrity of AT&T-NORTH CAROLINA's Structures or interferes with any existing use of AT&T-NORTH CAROLINA's facilities or the facilities of any Other User.
- 20.4 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Attaching Party shall make arrangements with the Other Users with facilities attached to AT&T-NORTH CAROLINA's poles or occupying space in AT&T-NORTH CAROLINA's conduit system regarding reimbursement for any expenses incurred by the Other Users in transferring or rearranging the Other Users' facilities to accommodate the attachment or placement of Attaching Party's facilities to or in AT&T-NORTH CAROLINA's poles, ducts, conduits and rights of ways.
- 20.5 Reimbursement for the Creation or Use of Additional Capacity. If any additional capacity is created as a result of make-ready work performed to accommodate Attaching Party's facilities, Attaching Party shall not have a preferential right to utilize such additional capacity in the future and shall not be entitled to any fees subsequently paid to AT&T-NORTH CAROLINA for the use of such additional capacity. If AT&T-NORTH CAROLINA utilizes additional space or capacity created at Attaching Party's expense, AT&T-NORTH CAROLINA will reimburse Attaching Party on a pro-rata basis for AT&T-NORTH CAROLINA's share, if any, of Attaching Party's capacity expansion costs, to the extent reimbursement is required by applicable rules, regulations, and commission orders. AT&T-NORTH CAROLINA will notify the Attaching Party if AT&T-NORTH CAROLINA attaches facilities to additional capacity on AT&T-NORTH CAROLINA's Structure created at the Attaching Party's expense. AT&T-NORTH CAROLINA shall not be required to collect or remit any such amounts to Attaching Party, to resolve or adjudicate disputes over reimbursement between Attaching Party and Other Users.
- 20.6 If Attaching Party utilizes space or capacity on any AT&T-NORTH CAROLINA Structure created at AT&T-NORTH CAROLINA's expense after February of 1996, the Attaching Party will reimburse Attaching Party on a pro-rata basis for the Attaching Party's share, if any, of AT&T-NORTH CAROLINA's capacity creation costs.
- 20.7 Occupancy Permit and Attachment. After all required make-ready work is completed, AT&T-NORTH CAROLINA will issue an occupancy permit confirming that Attaching Party may attach specified facilities to AT&T-NORTH CAROLINA's Structure.
- 20.8 The Attaching Party must occupy the assigned space within a period not to exceed twelve (12) months from the issuance of the occupancy permit. If the Attaching Party does not occupy the assigned space within the twelve (12) month period, the Occupancy Permit will lapse and the space will be considered available for use by AT&T-NORTH CAROLINA or Other User.

- 20.9 The Attaching Party's obligation to pay semiannual pole attachment or conduit occupancy fees will commence on the date the Occupancy Permit is provided by AT&T-NORTH CAROLINA to the Attaching Party.

21. CONSTRUCTION OF ATTACHING PARTY'S FACILITIES

- 21.1 Responsibility for Attaching and Placing Facilities. The Attaching Party shall be responsible for the actual attachment of its facilities to AT&T-NORTH CAROLINA's poles and the placement of such facilities in AT&T-NORTH CAROLINA's ducts, conduits, and rights-of-way and shall be solely responsible for all costs and expenses incurred by it or on its behalf in connection with such activities.
- 21.2 Responsibilities of Attaching Party. Attaching Party is responsible for the Authorized Contractors or contractors it selects.
- 21.2.1 As used in this Agreement, the term "Authorized Contractor" does not refer to contractors performing routine installation, maintenance, or repair work on Attaching Party's behalf or other contractors who may be selected by Attaching Party to perform work on Attaching Party's behalf without AT&T-NORTH CAROLINA's approval.
- 21.2.2 Subject to state specific requirements, Authorized Contractors have received certification from AT&T-NORTH CAROLINA to perform one or more of the following tasks within a specified AT&T-NORTH CAROLINA construction district, as applicable:
- (a) installation of those sections of Attaching Party's ducts or facilities which connect to AT&T-NORTH CAROLINA's conduit system;
 - (b) installation of inner duct;
 - (c) excavation work in connection with the removal of retired or inactive (dead) cables; or
 - (d) Make-Ready work.
- 21.2.3 A person or entity approved as an Authorized Contractor is only an Authorized Contractor with respect to those tasks for which such person or entity has been approved by both parties and is an Authorized Contractor only in those AT&T-NORTH CAROLINA construction districts agreed to by both parties.
- 21.2.4 Designation of an Authorized Contractor for a specific category of tasks shall not be deemed to be the designation of such person or entity as an Authorized Contractor for other purposes, nor shall approval of an Authorized Contractor by one AT&T-NORTH CAROLINA's construction district constitute approval of such Authorized Contractor for the area served by a different AT&T-NORTH CAROLINA construction district; provided, however, that if a specific construction job extends beyond the boundaries of a single construction district, an Authorized Contractor shall, for the purposes of that job, be deemed to have been approved by all AT&T-NORTH CAROLINA construction districts in which the work is to be performed.
- 21.3 Construction Schedule. After the issuance of an occupancy permit, Attaching Party shall provide AT&T-NORTH CAROLINA with a construction schedule and thereafter keep AT&T-NORTH CAROLINA informed of anticipated changes in the construction schedule.

22. USE AND ROUTINE MAINTENANCE OF ATTACHING PARTY'S FACILITIES

- 22.1 Routine Maintenance of Attaching Party's Facilities. Each occupancy permit subject to this Agreement authorizes Attaching Party to engage in routine maintenance of facilities located on or within AT&T-NORTH CAROLINA's poles, ducts, and conduits. Routine maintenance does not include the replacement or modification of Attaching Party's facilities in any manner which results in Attaching Party's facilities differing substantially in size, weight, or physical characteristics from the facilities described in Attaching Party's occupancy permit.

22.2 Short-term Use of Maintenance Ducts for Repair and Maintenance Activities. Maintenance ducts shall be available, on a nondiscriminatory basis, for short-term (not to exceed 30 days) non-emergency maintenance or repair activities by any entity with facilities in the conduit section in which the maintenance duct is located; provided, however, that use of the maintenance duct for non-emergency maintenance and repair activities must be scheduled by AT&T-NORTH CAROLINA. A person or entity using the maintenance duct for non-emergency maintenance or repair activities shall immediately notify AT&T-NORTH CAROLINA of such use and must either vacate the maintenance duct within 30 days or, with AT&T-NORTH CAROLINA's consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was an inner duct, a suitable replacement inner duct) is available for use by all occupants in the conduit section within 30 days after such person or entity occupies the maintenance duct. Cables temporarily placed in the maintenance duct on a non-emergency basis shall be subject to such accommodations as may be necessary to rectify emergencies which may occur while the maintenance duct is occupied.

23. MODIFICATION OF ATTACHING PARTY'S FACILITIES

23.1 Notification of Planned Modifications. Attaching Party shall notify AT&T-NORTH CAROLINA in writing at least 30 days before adding to, relocating, replacing or otherwise modifying its facilities already attached to a AT&T-NORTH CAROLINA Structure. The notice shall contain sufficient information to enable AT&T-NORTH CAROLINA to determine whether the proposed addition, relocation, replacement, or modification is within the scope of Attaching Party's present occupancy permit or requires a new or amended occupancy permit.

23.2 Replacement of Facilities and Overlashing Additional Cables. Attaching Party may replace existing facilities with new facilities occupying the same AT&T-NORTH CAROLINA Structure, and may overlash additional cables to its own existing facilities; provided, however, that such activities shall not be considered to be routine maintenance and shall be subject to the requirements of this article.

24. REQUIRED REARRANGEMENTS OF ATTACHING PARTY'S FACILITIES

24.1 Required Rearrangement of Attaching Party's Facilities. Attaching Party agrees that Attaching Party will cooperate with AT&T-NORTH CAROLINA and other users in making rearrangements to AT&T-NORTH CAROLINA Structure as may be necessary, and that costs incurred by Attaching Party in making such rearrangements shall, in the absence of a specific agreement to the contrary, be borne by the parties in accordance with then applicable law.

24.2 Whenever feasible, AT&T-NORTH CAROLINA shall give Attaching Party not less than 30 days prior written notice of the need for Attaching Party to rearrange its facilities pursuant to this section. The notice shall state the date by which such rearrangements are to be completed. Attaching Party shall complete such rearrangements within the time prescribed in the notice. If Attaching Party does not rearrange facilities within noted time, AT&T-NORTH CAROLINA will rearrange at Attaching Party's expense.

25. EMERGENCY REPAIRS AND POLE REPLACEMENTS

25.1 Responsibility for Emergency Repairs; Access to Maintenance Duct. In general, each party shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices enabling such party to make such repairs.

25.1.1 Nothing contained in this Agreement shall be construed as requiring either party to perform any repair or service restoration work of any kind with respect to the other party's facilities or the facilities of joint users.

25.1.2 Maintenance ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any entity with facilities in the conduit section in which the maintenance duct is located; provided, however, that an entity using the maintenance duct for emergency repair

activities will notify AT&T-NORTH CAROLINA within 12 hours of the current business day (or first business day following a non-business day) that such entity is entering the AT&T-NORTH CAROLINA conduit system and using the maintenance duct for emergency restoral purposes. The notice will include a description of the emergency and non-emergency services involved and an estimate of the completion time. Maintenance ducts will be used to restore the highest priority services, as defined in Section 25.3, first. Existing spare ducts may be used for restoration purposes providing the spare ducts are restored after restoration work is complete. Any spare ducts not returned will be included be assigned to the user of the duct and an occupancy permit issued.

- 25.1.3 The Attaching Party shall either vacate the maintenance duct within 30 days or, with AT&T-NORTH CAROLINA's consent, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was an inner-duct, a suitable replacement inner-duct) is available for use by all occupants in the conduit section within 30 days after such Attaching Party occupies the maintenance ducts. If Attaching Party fails to vacate the maintenance duct as described above, AT&T-NORTH CAROLINA may install a maintenance conduit at the Attaching Party's expense.
- 25.2 Designation of Emergency Repair Coordinators and Other Information. For each AT&T-NORTH CAROLINA construction district, Attaching Party shall provide AT&T-NORTH CAROLINA with the emergency contact number of Attaching Party's designated point of contact for coordinating the handling of emergency repairs of Attaching Party's facilities and shall thereafter notify AT&T-NORTH CAROLINA of changes to such information.
- 25.3 Order of Precedence of Work Operations; Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations. When notice and coordination are practicable, AT&T-NORTH CAROLINA, Attaching Party, and other affected parties shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties present in accordance with the following principles.
- 25.3.1 Emergency service restoration work requirements shall take precedence over other work operations.
- 25.3.2 Except as otherwise agreed upon by the parties, restoration of lines for emergency services providers (e.g., 911, fire, police, national security and hospital lines) shall be given the highest priority and temporary occupancy of the maintenance duct (and, if necessary, other unoccupied ducts) shall be assigned in a manner consistent with this priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency being rectified. The parties shall exercise good faith in assigning priorities, shall base their decisions on the best information then available to them at the site in question, and may, by mutual agreement at the site, take other factors into consideration in assigning priorities and sequencing service restoration activities.
- 25.3.3 AT&T-NORTH CAROLINA shall determine the order of precedence of work operations and assignment of duct space in the maintenance duct (and other unoccupied ducts) only if the affected parties present are unable to reach prompt agreement; provided, however, that these decisions shall be made by AT&T-NORTH CAROLINA on a nondiscriminatory basis in accordance with the principles set forth in this section.
- 25.4 Emergency Pole Replacements.
- 25.4.1 When emergency pole replacements are required, AT&T-NORTH CAROLINA shall promptly make a good faith effort to contact Attaching Party to notify Attaching Party of the emergency and to determine whether Attaching Party will respond to the emergency in a timely manner.
- 25.4.2 If notified by AT&T-NORTH CAROLINA that an emergency exists which will require the replacement of a pole, Attaching Party shall transfer its facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to an AT&T-NORTH CAROLINA

replacement pole, the transfer shall be in accordance with AT&T-NORTH CAROLINA's placement instructions.

25.4.3 If Attaching Party is unable to respond to the emergency situation immediately, Attaching Party shall so advise AT&T-NORTH CAROLINA and thereby authorize AT&T-NORTH CAROLINA (or any Other User sharing the pole with AT&T-NORTH CAROLINA) to perform such emergency-necessitated transfers (and associated facilities rearrangements) on Attaching Party's behalf at the Attaching Party's expense.

25.5 Expenses Associated with Emergency Repairs. Each party shall bear all reasonable expenses arising out of or in connection with emergency repairs of its own facilities and transfers or rearrangements of such facilities associated with emergency pole replacements made in accordance with the provisions of this article.

25.5.1 Each party 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 any such repair, transfer, or rearrangement of such party's facilities.

25.5.2 Attaching Party shall reimburse AT&T-NORTH CAROLINA for the costs incurred by AT&T-NORTH CAROLINA for work performed by AT&T-NORTH CAROLINA on Attaching Party's behalf in accordance with the provisions of this article.

26. INSPECTION BY AT&T-NORTH CAROLINA OF ATTACHING PARTY'S FACILITIES AND NOTICE OF NON-COMPLIANCE

26.1 Post-Construction Inspections. AT&T-NORTH CAROLINA will, at the Attaching Party's expense, conduct a post-construction inspection of the Attaching Party's attachment of facilities to AT&T-NORTH CAROLINA's Structures for the purpose of determining the conformance of the attachments to the occupancy permit. AT&T-NORTH CAROLINA will provide the Attaching Party advance written notice of proposed date and time of the post-construction inspection. The Attaching Party may accompany AT&T-NORTH CAROLINA on the post-construction inspection.

26.2 Right to Make Periodic or Spot Inspections. AT&T-NORTH CAROLINA shall have the right, but not the obligation, to make Periodic or Spot Inspections of all facilities attached to AT&T-NORTH CAROLINA's Structure. Periodic Inspections will not be made more often than once every 2 years unless in AT&T-NORTH CAROLINA's judgment such inspections are required for reasons involving safety or because of an alleged violation of the terms of this Agreement.

26.3 If Attaching Party's facilities are in compliance with this Agreement, there will be no charges incurred by the Attaching Party for the periodic or spot inspection. If Attaching Party's facilities are not in compliance with this Agreement, AT&T-NORTH CAROLINA may charge Attaching Party for the inspection. The costs of Periodic Inspections will be paid by those Attaching Parties with 2% or greater of their attachments in violation. The amount paid by the Attaching Party shall be the percentage that their violations bear to the total violations of all Attaching Parties found during the inspection.

26.4 If the inspection reflects that Attaching Party's facilities are not in compliance with the terms of this Agreement, Attaching Party shall bring its facilities into compliance within 30 days after being notified of such noncompliance. If any make ready or modification work to AT&T-NORTH CAROLINA's Structures is required to bring Attaching Party's facilities into compliance, the Attaching Party shall provide notice to AT&T-NORTH CAROLINA and the make ready work or modification will be treated in the same fashion as make ready work or modifications for a new request for attachment. If the violation creates a hazardous condition, facilities must be brought into compliance upon notification.

26.5 Notice of Noncompliance. If, at any time, AT&T-NORTH CAROLINA determines that Attaching Party's facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Agreement, AT&T-NORTH CAROLINA may send written notice to Attaching Party specifying the alleged noncompliance. Attaching Party agrees to acknowledge receipt of the notice as soon as practicable. If Attaching Party does not dispute AT&T-NORTH CAROLINA's

- assertion that such facilities are not in compliance, Attaching Party agrees to provide AT&T-NORTH CAROLINA with a schedule for bringing such facilities into compliance, to bring the facilities into compliance within a reasonable time, and to notify AT&T-NORTH CAROLINA in writing when the facilities have been brought into compliance.
- 26.6 Disputes over Alleged Noncompliance. If Attaching Party disputes AT&T-NORTH CAROLINA's assertion that Attaching Party's facilities are not in compliance, Attaching Party shall notify AT&T-NORTH CAROLINA in writing of the basis for Attaching Party's assertion that its facilities are in compliance.
- 26.7 Failure to Bring Facilities into Compliance. If Attaching Party has not brought the facilities into compliance within a reasonable time or provided AT&T-NORTH CAROLINA with proof sufficient to persuade AT&T-NORTH CAROLINA that AT&T-NORTH CAROLINA erred in asserting that the facilities were not in compliance, and if AT&T-NORTH CAROLINA determines in good faith that the alleged noncompliance causes or is likely to cause material damage to AT&T-NORTH CAROLINA's facilities or those of other users, AT&T-NORTH CAROLINA may, at its option and Attaching Party's expense, take such non-service affecting steps as may be required to bring Attaching Party's facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Agreement.
- 26.8 Correction of Conditions by AT&T-NORTH CAROLINA. If AT&T-NORTH CAROLINA elects to bring Attaching Party's facilities into compliance, the provisions of this Section shall apply.
- 26.8.1 AT&T-NORTH CAROLINA will, whenever practicable, notify Licensee in writing before performing such work. The written notice shall describe the nature of the work to be performed and AT&T-NORTH CAROLINA's schedule for performing the work.
- 26.8.2 If Attaching Party's facilities have become detached or partially detached from supporting racks or wall supports located within a AT&T-NORTH CAROLINA manhole, AT&T-NORTH CAROLINA may, at Attaching Party's expense, reattach them but shall not be obligated to do so. If AT&T-NORTH CAROLINA does not reattach Attaching Party's facilities, AT&T-NORTH CAROLINA shall endeavor to arrange with Attaching Party for the reattachment of any facilities affected.
- 26.8.3 AT&T-NORTH CAROLINA shall, as soon as practicable after performing the work, advise Attaching Party in writing of the work performed or action taken. Upon receiving such notice, Attaching Party shall inspect the facilities and take such steps as Attaching Party may deem necessary to insure that the facilities meet Attaching Party's performance requirements.
- 26.9 Attaching Party to Bear Expenses. Attaching Party shall bear all expenses arising out of or in connection with any work performed to bring Attaching Party's facilities into compliance with this Section; provided, however that nothing contained in this Section or any license issued hereunder shall be construed as requiring Attaching Party to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Attaching Party.

27. TAGGING OF FACILITIES AND UNAUTHORIZED ATTACHMENTS

- 27.1 Facilities to Be Marked. Attaching Party shall tag or otherwise mark all of Attaching Party's facilities placed on or in AT&T-NORTH CAROLINA's Structure in a manner sufficient to identify the facilities as those belonging to the Attaching Party.
- 27.2 Removal of Untagged Facilities. AT&T-NORTH CAROLINA may, without notice to any person or entity, remove from AT&T-NORTH CAROLINA's poles or any part of AT&T-NORTH CAROLINA's conduit system the Attaching Party's facilities, if AT&T-NORTH CAROLINA determines that such facilities are not the subject of a current occupancy permit and are not otherwise lawfully present on AT&T-NORTH CAROLINA's poles or in AT&T-NORTH CAROLINA's conduit system.

- 27.3 Notice to Attaching Party. If any of Attaching Party's facilities for which no occupancy permit is presently in effect are found attached to AT&T-NORTH CAROLINA's poles or anchors or within any part of AT&T-NORTH CAROLINA's conduit system, AT&T-NORTH CAROLINA, without prejudice to other rights or remedies available to AT&T-NORTH CAROLINA under this Agreement, and without prejudice to any rights or remedies which may exist independent of this Agreement, shall send a written notice to Attaching Party advising Attaching Party that no occupancy permit is presently in effect with respect to the facilities and that Attaching Party must, within 30 days, respond to the notice as provided in Section 27.6 of this Agreement.
- 27.4 Attaching Party's Response. Within 60 days after receiving a notice under Section 27.5 of this Agreement, Attaching Party shall acknowledge receipt of the notice and submit to AT&T-NORTH CAROLINA, in writing, an application for a new or amended occupancy permit with respect to such facilities.
- 27.5 Approval of Request and Retroactive Charges. If AT&T-NORTH CAROLINA approves Attaching Party's application for a new or amended occupancy permit, Attaching Party shall be liable to AT&T-NORTH CAROLINA for all fees and charges associated with the unauthorized attachments as specified in Section 27.10 of this Agreement. The issuance of a new or amended occupancy permit as provided by this article shall not operate retroactively or constitute a waiver by AT&T-NORTH CAROLINA of any of its rights or privileges under this Agreement or otherwise.
- 27.6 Attachment and occupancy fees and charges shall continue to accrue until the unauthorized facilities are removed from AT&T-NORTH CAROLINA's poles, conduit system or rights of way or until a new or amended occupancy permit is issued and shall include, but not be limited to, all fees and charges which would have been due and payable if Attaching Party and its predecessors had continuously complied with all applicable AT&T-NORTH CAROLINA licensing requirements. Such fees and charges shall be due and payable 30 days after the date of the bill or invoice stating such fees and charges. In addition, the Attaching Party shall be liable for an unauthorized attachment and/or occupancy fee as specified in Section 29 of this Agreement. Payment of such fees shall be deemed liquidated damages and not a penalty. In addition, Attaching Party shall rearrange or remove its unauthorized facilities at AT&T-NORTH CAROLINA's request to comply with applicable placement standards, shall remove its facilities from any space occupied by or assigned to AT&T-NORTH CAROLINA or another Other User, and shall pay AT&T-NORTH CAROLINA for all costs incurred by AT&T-NORTH CAROLINA in connection with any rearrangements, modifications, or replacements necessitated as a result of the presence of Attaching Party's unauthorized facilities.
- 27.7 Removal of Unauthorized Attachments. If Attaching Party does not obtain a new or amended occupancy permit with respect to unauthorized facilities within the specified period of time, AT&T-NORTH CAROLINA shall by written notice advise Attaching Party to remove its unauthorized facilities not less than 60 days from the date of notice and Attaching Party shall remove the facilities within the time specified in the notice. If the facilities have not been removed within the time specified in the notice, AT&T-NORTH CAROLINA may, at AT&T-NORTH CAROLINA's option, remove Attaching Party's facilities at Attaching Party's expense.
- 27.8 No Ratification of Unpermitted Attachments or Unauthorized Use of AT&T-NORTH CAROLINA's Facilities. No act or failure to act by AT&T-NORTH CAROLINA with regard to any unauthorized attachment or occupancy or unauthorized use of AT&T-NORTH CAROLINA's Structure shall be deemed to constitute a ratification by AT&T-NORTH CAROLINA of the unauthorized attachment or occupancy or use, nor shall the payment by Attaching Party of fees and charges for unauthorized pole attachments or conduit occupancy exonerate Attaching Party from liability for any trespass or other illegal or wrongful conduct in connection with the placement or use of such unauthorized facilities.

28. REMOVAL OF ATTACHING PARTY'S FACILITIES

- 28.1 When Applicant no longer intends to occupy space on an AT&T-NORTH CAROLINA pole or in a AT&T-NORTH CAROLINA duct or conduit, Applicant will provide written notification to AT&T-NORTH

- CAROLINA that it wishes to terminate the occupancy permit with respect to such space and will remove its facilities from the space described in the notice. Upon removal of Applicant's facilities, the occupancy permit shall terminate and the space shall be available for reassignment.
- 28.1.1 Attaching Party shall be responsible for and shall bear all expenses arising out of or in connection with the removal of its facilities from AT&T-NORTH CAROLINA's Structure.
- 28.1.2 Except as otherwise agreed upon in writing by the parties, Applicant must, after removing its facilities, plug all previously occupied ducts at the entrances to AT&T-NORTH CAROLINA's manholes.
- 28.1.3 Applicant shall be solely responsible for the removal of its own facilities from AT&T-NORTH CAROLINA's Structure.
- 28.2 At AT&T-NORTH CAROLINA's request, Attaching Party shall remove from AT&T-NORTH CAROLINA's Structure any of Attaching Party's facilities which are no longer in active use. Upon request, the Attaching Party will provide proof satisfactory to AT&T-NORTH CAROLINA that an Attaching Party's facility is in active service. Attaching Party shall not abandon any of its facilities by leaving such facilities on or in AT&T-NORTH CAROLINA's Structure.
- 28.3 Removal Following Termination of Occupancy Permit. Attaching Party shall remove its facilities from AT&T-NORTH CAROLINA's poles, ducts, conduits, or rights-of-way within 30 days after termination of the occupancy permit.
- 28.4 Removal Following Replacement of Facilities. Attaching Party shall remove facilities no longer in service from AT&T-NORTH CAROLINA's Structures within 30 days after the date Attaching Party replaces existing facilities on a pole or in a conduit with substitute facilities on the same pole or in the same conduit.
- 28.5 Removal to Avoid Forfeiture. If the presence of Attaching Party's facilities on or in AT&T-NORTH CAROLINA's Structure would cause a forfeiture of the rights of AT&T-NORTH CAROLINA to occupy the property where such Structure is located, AT&T-NORTH CAROLINA will promptly notify Attaching Party in writing and Attaching Party shall not, without due cause and justification, refuse to remove its facilities within such time as may be required to prevent such forfeiture. AT&T-NORTH CAROLINA will give Attaching Party not less than 30 days from the date of notice to remove Attaching Party's facilities unless prior removal is required to prevent the forfeiture of AT&T-NORTH CAROLINA's rights. At Attaching Party's request, the parties will engage in good faith negotiations with each other, with Other Users, and with third-party property owners and cooperatively take such other steps as may be necessary to avoid the unnecessary removal of Attaching Party's facilities.
- 28.6 Removal of Facilities by AT&T-NORTH CAROLINA; Notice of Intent to Remove. If Attaching Party fails to remove its facilities from AT&T-NORTH CAROLINA's Structure in accordance with the provisions of Sections 28.1-28.6 of this Agreement, AT&T-NORTH CAROLINA may remove such facilities and store them at Attaching Party's expense in a public warehouse or elsewhere without being deemed guilty of trespass or conversion and without becoming liable to Attaching Party for any injury, loss, or damage resulting from such actions. AT&T-NORTH CAROLINA shall give Attaching Party not less than 30 days prior written notice of its intent to remove Attaching Party's facilities pursuant to this section.
- 28.7 Removal of Facilities by AT&T-NORTH CAROLINA. If AT&T-NORTH CAROLINA removes any of Attaching Party's facilities pursuant to this article, Attaching Party shall reimburse AT&T-NORTH CAROLINA for AT&T-NORTH CAROLINA's costs in connection with the removal, storage, delivery, or other disposition of the removed facilities.

29. RATES, FEES, CHARGES, AND BILLING

- 29.1 Rates, Charges and Fees Subject to Applicable Laws, Regulations, Rules, and Commission Orders. All rates, charges and fees outlined in this Agreement will be set forth in Exhibit I of this Appendix. All

rates, charges and fees shall be subject to all applicable federal and state laws, rules, regulations, and commission orders.

- 29.2 Changes to Rates, Charges and Fees. Subject to applicable federal and state laws, rules, regulations and orders, AT&T-NORTH CAROLINA shall have the right to change the rates, charges and fees outlined in this Agreement. AT&T-NORTH CAROLINA 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 either (1) seek renegotiation of this Agreement, (2) terminate this Agreement, or (3) seek relief through the dispute resolution process in the General Terms and Conditions of this Agreement.

30. PERFORMANCE AND PAYMENT BONDS

- 30.1 Bond May Be Required. AT&T-NORTH CAROLINA may require Attaching Party, Authorized Contractors, and other persons acting on Attaching Party's behalf to execute performance and payment bonds (or provide other forms of security) in amounts and on terms sufficient to guarantee the performance of the Attaching Party's obligations arising out of or in connection with this Agreement.
- 30.1.1 If a bond or similar form of assurance is required of Attaching Party, an Authorized Contractor, or other person acting on Attaching Party's behalf, Attaching Party shall promptly submit to AT&T-NORTH CAROLINA adequate proof that the bond remains in full force and effect and provide certification from the company issuing the bond that the bond will not be cancelled, changed or materially altered without first providing AT&T-NORTH CAROLINA 60 days written notice.
- 30.2 Payment and Performance Bonds in Favor of Contractors and Subcontractors. Attaching Party shall be responsible for paying all employees, contractors, subcontractors, mechanics, materialmen and other persons or entities performing work or providing materials in connection with Attaching Party's performance under this Agreement. In the event any lien, claim or demand is made on AT&T-NORTH CAROLINA by any such employee, contractor, subcontractor, mechanic, materialman, or other person or entity providing such materials or performing such work, AT&T-NORTH CAROLINA may require, in addition to any security provided under Section 30.1 of this Agreement, that Attaching Party execute payment or performance bonds, or provide such other security, as AT&T-NORTH CAROLINA may deem reasonable or necessary to protect AT&T-NORTH CAROLINA from any such lien, claim or demand.

APPENDIX LAWFUL UNES (LAWFUL PROVISION OF ACCESS TO UNBUNDLED NETWORK ELEMENTS)

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APPENDIX LAWFUL UNES (LAWFUL PROVISION OF ACCESS TO UNBUNDLED NETWORK ELEMENTS)

1. INTRODUCTION

- 1.1 This Appendix Lawful UNES sets forth the terms and conditions pursuant to which the applicable AT&T Inc. (AT&T)-owned Incumbent Local Exchange Carrier (ILEC) will furnish CLEC with access to lawful unbundled network elements as specifically defined in this Appendix Lawful UNES for the provision by CLEC of a Telecommunications Service ((Act, Section 251(c)(3)). For information regarding deposit, billing, payment, non-payment, disconnect, and dispute resolution, see the General Terms and Conditions of this Agreement.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications Inc. d/b/a AT&T-ALABAMA, d/b/a AT&T-FLORIDA, d/b/a AT&T-GEORGIA, d/b/a AT&T-KENTUCKY, d/b/a AT&T-LOUISIANA, d/b/a AT&T-MISSISSIPPI, d/b/a AT&T-NORTH CAROLINA, d/b/a AT&T-SOUTH CAROLINA and d/b/a AT&T-TENNESSEE, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, 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 Intentionally Omitted.
- 1.4 Intentionally Omitted.
- 1.5 Intentionally Omitted.
- 1.6 Intentionally Omitted.
- 1.7 Intentionally Omitted.
- 1.8 Intentionally Omitted.
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- 1.10 Intentionally Omitted.
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- 1.13 Intentionally Omitted.
- 1.14 Intentionally Omitted.
- 1.15 Intentionally Omitted.
- 1.16 Intentionally Omitted.
- 1.17 Intentionally Omitted.
- 1.18 Intentionally Omitted.
- 1.19 "AT&T-NORTH CAROLINA" means the AT&T-owned ILEC doing business in North Carolina.
- 1.20 Intentionally Omitted.
- 1.21 Intentionally Omitted.
- 1.22 Intentionally Omitted.
- 1.23 Intentionally Omitted.

- 1.24 Intentionally Omitted.
- 1.25 The prices at which AT&T-NORTH CAROLINA agrees to provide electronic access to its Directory Assistance (DA) database are contained in the applicable Pricing Schedule and/or the applicable Commission ordered tariff where stated.

2. TERMS AND CONDITIONS

- 2.1 **Lawful UNEs and Declassification.** This Agreement sets forth the terms and conditions pursuant to which AT&T-NORTH CAROLINA will provide CLEC with access to unbundled network elements under Section 251(c)(3) of the Act in AT&T-NORTH CAROLINA's incumbent local exchange areas for the provision of Telecommunications Services by CLEC; provided, however, that notwithstanding any other provision of the Agreement, AT&T-NORTH CAROLINA shall be obligated to provide UNEs only to the extent required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders, and may decline to provide UNEs to the extent that provision of the UNE(s) is not required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. UNEs that AT&T-NORTH CAROLINA is required to provide pursuant to Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders shall be referred to in this Agreement as "Lawful UNEs."
 - 2.1.1 A network element, including a network element referred to as a Lawful UNE under this Agreement, will cease to be a Lawful UNE under this Agreement if it is no longer required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. Without limitation, a Lawful UNE that has ceased to be a Lawful UNE may also be referred to as "Declassified."
 - 2.1.2 Without limitation, a network element, including a network element referred to as a Lawful UNE under this Agreement is Declassified upon or by (a) the issuance of a legally effective finding by a court or regulatory agency acting within its lawful authority that requesting Telecommunications Carriers are not impaired without access to a particular network element on an unbundled basis; or (b) the issuance of any valid law, order or rule by the Congress, FCC or a judicial body stating that an incumbent LEC is not required, or is no longer required, to provide a network element on an unbundled basis pursuant to Section 251(c)(3) of the Act; or (c) the absence, by vacatur or otherwise, of a legally effective FCC rule requiring the provision of the network element on an unbundled basis under Section 251(c)(3). By way of example only, a network element can cease to be a Lawful UNE or be Declassified generally, or on an element-specific, route-specific or geographically-specific basis or on a class of elements basis. Under any scenario, Section 2.5 "Transition Procedure" shall apply.
 - 2.1.3 It is the Parties' intent that only Lawful UNEs shall be available under this Agreement; accordingly, if this Agreement requires or appears to require Lawful UNE(s) or unbundling without specifically noting that the UNE(s) or unbundling must be "Lawful," the reference shall be deemed to be a reference to Lawful UNE(s) or Lawful unbundling, as defined in this Section 2.1. If an element is not required to be provided under this Appendix Lawful UNE and/or not described in this Appendix Lawful UNE, it is the Parties' intent that the element is not available under this Agreement, notwithstanding any reference to the element elsewhere in the Agreement, including in any other Appendix, Schedule or in the Pricing Appendix.
 - 2.1.4 By way of example only, if terms and conditions of this Agreement state that AT&T-NORTH CAROLINA is required to provide a Lawful UNE or Lawful UNE combination, and that Lawful UNE or the involved Lawful UNE (if a combination) is Declassified or otherwise no longer constitutes a Lawful UNE, then AT&T-NORTH CAROLINA shall not be obligated to provide the item under this Agreement as an unbundled network element, whether alone or in combination with or as part of any other arrangement under the Agreement.

- 2.2 Nothing contained in the Agreement shall be deemed to constitute consent by AT&T-NORTH CAROLINA that any item identified in this Agreement as a UNE, network element or Lawful UNE is a network element or UNE under Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders, that AT&T-NORTH CAROLINA is required to provide to CLEC alone, or in combination with other network elements or UNEs (Lawful or otherwise), or commingled with other network elements, UNEs (Lawful or otherwise) or other services or facilities.
- 2.3 The preceding includes without limitation that AT&T-NORTH CAROLINA shall not be obligated to provide combinations (whether considered new, pre-existing or existing) or other arrangements (including, where applicable, Commingled Arrangements) involving AT&T-NORTH CAROLINA network elements that do not constitute Lawful UNEs, or where Lawful UNEs are not requested for permissible purposes.
- 2.4 Notwithstanding any other provision of this Agreement or any Amendment to this Agreement, including but not limited to intervening law, change in law or other substantively similar provision in the Agreement or any Amendment, if an element described as an unbundled network element or Lawful UNE in this Agreement is Declassified or is otherwise no longer a Lawful UNE, then the Transition Procedure defined in Section 2.5, below, shall govern.
- 2.5 **Non-Impaired Wire Center Criteria and Related Processes**
- 2.5.1 AT&T-NORTH CAROLINA has designated and posted to the AT&T CLEC Online website the wire centers where it contends the thresholds for DS1 and DS3 Unbundled High-Capacity Loops as defined pursuant to Rule 51.319(a)(4) and Rule 51.319(a)(5) and for Tier 1 and Tier 2 Non-Impaired Wire Centers as defined pursuant to Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii) have been met. AT&T-NORTH CAROLINA's designations shall be treated as controlling (even if CLEC believes the list is inaccurate) for purposes of transition and ordering unless CLEC provides a self-certification as outlined below. Until CLEC provides a self-certification for High-Capacity Loops and/or Transport for such wire center designations, CLEC will not submit High Capacity Loop and/or Transport orders based on the wire center designation, and if no self-certification is provided will transition its Embedded Base of DS1 and DS3 Loop and Transport arrangements affected by the designation by disconnecting or transitioning to an alternate facility or arrangement, if available, by March 11, 2006. CLEC will transition any affected Dark Fiber Transport arrangements affected by the wire center designations by disconnecting or transitioning to an alternate facility or arrangement, if available, by September 11, 2006. AT&T-NORTH CAROLINA 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 2.5 of this Agreement shall be deemed to mean an Accessible Letter issued after the effective date of this Agreement, as set forth in this Section 2.5 of this Agreement.
- 2.5.2 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 for an unbundled a DS1/DS3 High-Capacity Loop, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangement, CLEC shall perform a reasonably diligent inquiry to determine that, to the best of CLEC's knowledge, whether the wire center meets the non-impairment thresholds as 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). If, based on its reasonably diligent inquiry, the CLEC disputes the AT&T-NORTH CAROLINA wire center non-impairment designation, the CLEC will provide a self-certification to AT&T-NORTH CAROLINA identifying the wire center(s) for which it is self-certifying. In performing its inquiry, CLEC shall not be required to consider any lists of non-impaired Wire Centers compiled by AT&T-NORTH CAROLINA as creating a presumption that a Wire Center is not impaired. CLEC can send a letter to AT&T-NORTH CAROLINA claiming Self Certification or CLEC may elect to self-certify using a written or electronic notification sent to AT&T-NORTH CAROLINA. If CLEC makes such a self-certification, and CLEC is otherwise entitled to the ordered element under the Agreement, AT&T-NORTH CAROLINA shall provision the requested facilities in accordance with CLEC's order and within AT&T-NORTH CAROLINA's standard ordering interval applicable to such facilities. If AT&T-NORTH CAROLINA in error rejects CLEC orders, where CLEC has provided self certification

in accordance with this Section 2.5 of this Agreement, AT&T-NORTH CAROLINA will modify its systems to accept such orders within 5 business hours of CLEC notification to its account manager. 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.

- 2.5.3 The Parties recognize that wire centers that AT&T-NORTH CAROLINA had not designated as meeting the FCC's non-impairment thresholds as of March 11, 2005, may meet those thresholds in the future. In the event that a wire center that is not currently designated as meeting one or more of the FCC's non-impairment thresholds, meets one or more of these thresholds at a later date, AT&T-NORTH CAROLINA may add the wire center to the list of designated wire centers and the Parties will use the following process:
- 2.5.3.1 AT&T-NORTH CAROLINA may update the wire center list as changes occur.
- 2.5.3.2 To designate a wire center that had previously not met one or more of the FCC's impairment thresholds but subsequently does so, AT&T-NORTH CAROLINA will provide notification to CLEC via Accessible Letter and by a posting on AT&T's CLEC Online website.
- 2.5.3.3 AT&T-NORTH CAROLINA will continue to accept CLEC orders for impacted DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport without requiring CLEC self-certification for 30 calendar days after the date the Accessible Letter is issued.
- 2.5.3.4 In the event the CLEC disagrees with AT&T-NORTH CAROLINA's determination, the CLEC has 60 calendar days from the issuance of the Accessible Letter to dispute AT&T-NORTH CAROLINA's determination regarding the wire center by providing a self-certification to AT&T-NORTH CAROLINA.
- 2.5.3.5 If the CLEC does not use the self-certification process described in this Section 2.5 of this Agreement to self-certify against AT&T-NORTH CAROLINA'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 described in Section 2.5.1 of this Agreement, whichever is later. For the Applicable Transitional Period, no additional notification will be required. CLEC may not obtain new DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport in wire centers and/or routes where such circuits have been declassified during the applicable transition period.
- 2.5.3.6 If the CLEC does provide self-certification to dispute AT&T-NORTH CAROLINA's designation determination within 60 calendar days of the issuance of the Accessible Letter, AT&T-NORTH CAROLINA may dispute CLEC's self-certification as described in Sections 2.5.5 and 2.5.6 of this Agreement and AT&T-NORTH CAROLINA will accept and provision the applicable loop and transport orders for the CLEC providing the self certification during a dispute resolution process.
- 2.5.3.7 During the applicable transition period, the rates paid will be the rates in effect at the time of the non-impairment designations plus 15%.
- 2.5.4 If the Commission has 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 CLEC shall not request DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements declassified by the non-impairment status of the wire center in such wire center. If

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-NORTH CAROLINA's designations.

2.5.5 If it desires to do so, AT&T-NORTH CAROLINA can dispute the self-certification and associated CLEC orders for facilities pursuant to the following procedures: AT&T-NORTH CAROLINA will notify the CLEC of its intent to dispute the CLEC's self-certification within 30 days of the CLEC's self-certification or within 30 days of the effective date of this Agreement, whichever is later. AT&T-NORTH CAROLINA will file the dispute for resolution with the state Commission within 60 days of the CLEC's self-certification or within 60 days of the effective date of this Agreement, whichever is later. AT&T-NORTH CAROLINA 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-NORTH CAROLINA's failure to file a timely challenge, i.e., within 60 days of the CLEC's self-certification or within 60 days of the effective date of this Agreement, whichever is later, to any CLEC's self certification for a given wire center shall be deemed a waiver by AT&T-NORTH CAROLINA of its rights to challenge any subsequent self certification for the affected wire center except as provided below. AT&T-NORTH CAROLINA shall promptly notify CLEC of any time where AT&T-NORTH CAROLINA has waived its ability to challenge a self-certification as to any wire center for carrier. AT&T-NORTH CAROLINA may challenge future 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 2.5.3 of this Agreement. During the timeframe of any dispute resolution proceeding, AT&T-NORTH CAROLINA shall continue to provide the High-Capacity Loop or Transport facility in question to CLEC at the rates in the Pricing Appendix to the Agreement. If the CLEC withdraws its self-certification, or if the state Commission determines through arbitration or otherwise that CLEC was not entitled to the provisioned DS1/DS3 Loops or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport under Section 251, the rates paid by CLEC for the affected loop or transport shall be subject to true-up as follows:

2.5.5.1 For wire centers designated by AT&T-NORTH CAROLINA prior to March 11, 2005 and

2.5.5.1.1 For the affected loop/transport element(s) installed prior to March 11, 2005,

2.5.5.1.1.1 CLEC will provide a true-up calculated using a beginning date of March 11, 2005 based on the FCC transitional rate described in Section 2.5.3.7 of this Appendix or if applicable, Section 1.2 of the Embedded Base Rider to this Agreement between March 11, 2005 and the end of the initial TRRO transition period described in Section 2.5.1. If affected loops/transport element(s) remain in place after the end of the initial TRRO transition period, CLEC will also provide a true-up for the period after the end of initial TRRO transition period calculated using 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, a true-up will be determined using the transitional rate described in Section 2.5.3.7 of this Appendix or if applicable, Section 1.2 of the Embedded Base Rider of this Agreement. The applicable equivalent special access rate/transitional rate as described above will continue to apply until the facility has been transitioned.

2.5.5.1.2 For the affected loop/transport element(s) installed after March 11, 2005, CLEC will provide a true-up to an equivalent special access rate as of the later of the

date billing began for the provisioned element or thirty days after AT&T-NORTH CAROLINA's notice of non-impairment. If no equivalent special access rate exists, a true-up will be determined using the transitional rate described in Section 2.5.3.7 of this Appendix or if applicable, Section 1.2 of the Embedded Base Rider of this Agreement. The applicable equivalent special access rate/transitional rate will continue to apply until the facility has been transitioned.

2.5.5.2 For wire centers designated by AT&T-NORTH CAROLINA after March 11, 2005,

2.5.5.2.1 For affected loop/transport elements ordered before AT&T-NORTH CAROLINA's wire center designation,

2.5.5.2.1.1 if the applicable transition period is within the initial *TRRO* transition period described in Section 2.5.1 of this Agreement, CLEC will provide a true-up during the period between the date that is thirty (30) days after AT&T-NORTH CAROLINA's notice of non-impairment and the date the circuit is transitioned to the transitional rate described in Section 2.5.3.7 of this Agreement.

2.5.5.2.1.2 if the applicable transition period is after the initial *TRRO* transition period described in Section 2.5.1 of this Agreement has expired, CLEC will provide a true-up based on the transitional rate described in Section 2.5.3.7 of this Agreement between the date that is thirty (30) days after AT&T-NORTH CAROLINA's notice of non-impairment and the end of the applicable transition period described in Section 2.5.1 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, a true-up will be determined using the transitional rate described in Section 2.5.3.7 of this Agreement. The applicable equivalent special access/transitional rate as described above will continue to apply until the facility has been transitioned.

2.5.5.2.2 For affected loop/transport elements ordered after AT&T-NORTH CAROLINA's wire center designation, CLEC will provide a 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 later of the date billing began for the provisioned element or thirty (30) days after AT&T-NORTH CAROLINA's notice of non-impairment. If no equivalent special access rate exists, a true-up will be determined using the transitional rate described in Section 2.5.3.7 of this Agreement. The applicable equivalent special access/transitional rate will continue to apply until the facility has been transitioned.

2.5.6 In the event of a dispute following CLEC's Self-Certification, upon request by the Commission or CLEC, AT&T-NORTH CAROLINA 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-NORTH CAROLINA intends to rely, which will include the detailed business line information for the AT&T-NORTH CAROLINA wire center or centers that are the subject of the dispute.

2.5.7 The provisions of Section 2.5.1 of this Agreement shall apply to the transition of DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by wire center designation(s). As outlined in Section 2.5.1 of this Agreement, requested transitions of DS1/DS3 High Capacity loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall be performed in a manner that reasonably minimizes the disruption or degradation to CLEC's customer's service, and all applicable charges shall apply. Cross-connects provided by AT&T-NORTH CAROLINA 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 DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall not be re-priced.

- 2.5.8 AT&T-NORTH CAROLINA will process CLEC orders for DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport conversion or disconnection. AT&T-NORTH CAROLINA will not convert or disconnect these services prior to the end of the applicable transitional period unless specifically requested by the CLEC; however, 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.
- 2.5.9 A building that is served by both an impaired wire center and a non impaired wire center and that is not located in the serving area for the non-impaired wire center will continue to have Affected Elements available from the impaired wire center and support incremental moves, adds, and changes otherwise permitted by the Agreement, as amended.
- 2.5.10 CLEC may not self-certify that it is entitled to obtain DS1/DS3 Loops or DS1/DS3 Dedicated Transport at a location where CLEC has met the volume cap set forth in Sections 8.3.4.4.1 and 8.3.5.4.1 (for DS1/DS3 Loops) and 13.3.5.1 and 13.3.6.1 (for DS1/DS3 Dedicated Transport).
- 2.5.11 Notwithstanding anything to the contrary in the Agreement, including any amendments to this Agreement, at the end of the Applicable Transitional Period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 2.5.1 of this Agreement, and if CLEC and AT&T-NORTH CAROLINA have failed to reach agreement under Section 2.5.8 of this Agreement as to a substitute service arrangement or element, then AT&T-NORTH CAROLINA may, at its sole option, disconnect dark fiber element(s), whether previously provided alone or in combination with or as part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available at rates applicable to such analogous service or arrangement.
- 2.6 AT&T-NORTH CAROLINA will provide access to Lawful UNEs for the provision by CLEC of a Telecommunications Service. (Act, Section 251(c)(3).
- 2.7 AT&T-NORTH CAROLINA will provide CLEC nondiscriminatory access to Lawful UNEs (Act, Section 251(c)(3), Act, 47 CFR § 51.307(a)):
- 2.7.1 At any technically feasible point (Act, Section 251(c)(3); 47 CFR § 51.307(a));
- 2.7.2 At the rates, terms, and conditions which are just, reasonable, and nondiscriminatory (Act, Section 251(c)(3); 47 CFR § 51.307(a));
- 2.7.3 In a manner that allows CLEC to provide a Telecommunications Service that may be offered by means of that Lawful UNE (Act, Section 251(c)(3); 47 CFR § 51.307 (c));
- 2.7.4 In a manner that allows access to the facility or functionality of a requested Lawful UNE to be provided separately from access to other elements, and for a separate charge (47 CFR § 51.307(d));
- 2.7.5 With technical information regarding AT&T-NORTH CAROLINA's network facilities to enable CLEC to achieve access to Lawful UNEs (47 CFR § 51.307(e));
- 2.7.6 Except as provided in this Appendix, without imposing limitations, restrictions, or requirements on requests for, or the use of, Lawful UNEs for the service CLEC seeks to offer (47 CFR § 51.309(a));
- 2.7.7 Where applicable, terms and conditions of access to Lawful UNEs shall be no less favorable than terms and conditions under which AT&T-NORTH CAROLINA provides such elements to itself (47 CFR § 51.322(b));
- 2.7.8 Only to the extent it has been determined that these elements are required by the "necessary" and "impair" standards of the Act (Act, Section 251(d)(2));

- 2.7.9 Except upon request of CLEC, AT&T-NORTH CAROLINA shall not separate CLEC-requested Lawful UNEs that are currently combined. (47 CFR § 51.315(b)) AT&T-NORTH CAROLINA is not prohibited from or otherwise limited in separating any Lawful UNEs not requested by CLEC or a Telecommunications Carrier, including without limitation in order to provide a Lawful UNE(s) or other AT&T-NORTH CAROLINA offering(s).
- 2.8 As provided for herein, AT&T-NORTH CAROLINA will permit CLEC exclusive use of a Lawful UNE facility for a period of time, and when CLEC is purchasing access to a feature, function, or capability of such a facility, AT&T-NORTH CAROLINA will provide use of that feature, function, or capability for a period of time (47 CFR § 51.309(c)).
- 2.9 AT&T-NORTH CAROLINA will maintain, repair, or replace Lawful UNEs (47 CFR § 51.309(c)) as provided for in this Agreement.
- 2.10 To the extent technically feasible, the quality of the Lawful UNE and access to such Lawful UNE shall be at least equal to what AT&T-NORTH CAROLINA provides to itself and to other telecommunications carriers requesting access to the Lawful UNE (47 CFR § 51.311(a), (b)).
- 2.11 Each Party shall be solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.
- 2.12 Lawful UNEs provided to CLEC under the provisions of this Appendix shall remain the property of AT&T-NORTH CAROLINA.
- 2.13 Performance of Lawful UNEs
- 2.13.1 Each Lawful UNE will be provided in accordance with AT&T-NORTH CAROLINA Technical Publications or other written descriptions, if any, as changed from time to time by AT&T-NORTH CAROLINA at its sole discretion.
- 2.13.2 Nothing in this Appendix shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise or to otherwise change and/or modify its network including, without limitation, through the retirement and/or replacement of equipment, software or otherwise. Each Party agrees to comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R. 51.325 through 51.335, as such rules maybe amended from time to time (the "Network Disclosure Rules"). AT&T-NORTH CAROLINA will not discontinue any Lawful UNE that AT&T-NORTH CAROLINA is required to provide to CLEC under this Agreement unless and until: (i) AT&T-NORTH CAROLINA provides requisite notice of the planned network change and/or modification in accordance with the Network Disclosure Rules (when applicable) and no objection is made to AT&T-NORTH CAROLINA's proposed network modification(s) and/or change(s) or any objection(s) is denied or deemed denied under such Rules; or (ii) if and when applicable, following AT&T-NORTH CAROLINA's exercise of its rights under applicable law and/or this Agreement including, without limitation, the intervening law/change in law provisions in this Agreement; or (iii) to the extent otherwise permitted in this Agreement.
- 2.13.3 AT&T-NORTH CAROLINA may elect to conduct upgrades or conversions for the improvement of its network or systems. During such upgrades or conversions, CLEC orders for Lawful UNEs from affected wire center(s) may be suspended for a period of a few days prior and one day after the upgrade or conversion date, consistent with the suspension AT&T-NORTH CAROLINA places on itself for orders from its End Users and other CLEC customers.
- 2.13.4 CLEC will be solely responsible, at its own expense, for the overall design of its Telecommunications Services and for any redesigning or rearrangement of its Telecommunications Services which may be required because of changes in facilities, operations, or procedure of AT&T-NORTH CAROLINA, minimum network protection criteria, or operating or maintenance characteristics of the facilities.

2.14 Conditions for Access to Lawful UNEs

2.14.1 In order to access and use Lawful UNEs, CLEC must be a Telecommunications Carrier (Section 251(c)(3), and must use the Lawful UNE(s) for the provision of a Telecommunications Service (Section 251(c)(3)) as permitted by the FCC. Together, these conditions are the "Statutory Conditions" for access to Lawful UNEs. Accordingly, CLEC hereby represents and warrants that it is a Telecommunications Carrier and that it will notify AT&T-NORTH CAROLINA immediately in writing if it ceases to be a Telecommunications Carrier. Failure to so notify AT&T-NORTH CAROLINA shall constitute material breach of this Agreement.

2.14.1.1 By way of example, use of a Lawful UNE (whether on a stand-alone basis, in combination with other UNEs (Lawful or otherwise), with a network element possessed by CLEC, or otherwise) to provide service to CLEC or for other administrative purpose(s) does not constitute using a Lawful UNE pursuant to the Statutory Conditions.

2.14.1.2 By way of further example, CLEC may not access Lawful UNEs for the exclusive provision of mobile wireless services, or long distance services or interexchange services (telecommunications service between different stations in different exchange areas).

2.14.2 Other conditions to accessing and using any Lawful UNE (whether on a stand-alone basis, in combination with other Lawful UNEs, with a network element possessed by CLEC, or otherwise) may be applicable under lawful and effective FCC rules and associated lawful and effective FCC and judicial orders and will also apply.

2.15 New Combinations Involving Lawful UNEs

2.15.1 Subject to the provisions hereof and upon CLEC request, AT&T-NORTH CAROLINA shall meet its combining obligations involving Lawful UNEs as and to the extent required by FCC rules and orders, and *Verizon Comm. Inc. v. FCC*, 535 U.S. 467 (May 13, 2002) ("*Verizon Comm. Inc.*") and, to the extent not inconsistent therewith, the rules and orders of relevant state Commission and any other Applicable Law.

2.15.1.1 Any combining obligation is limited solely to combining of Lawful UNEs; accordingly, no other facilities, services or functionalities are subject to combining, including but not limited to facilities, services or functionalities that AT&T-NORTH CAROLINA might offer pursuant to Section 271 of the Act.

2.15.2 In the event that AT&T-NORTH CAROLINA denies a request to perform the functions necessary to combine Lawful UNEs or to perform the functions necessary to combine Lawful UNEs with elements possessed by CLEC, AT&T-NORTH CAROLINA shall provide written notice to CLEC of such denial and the basis thereof. Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to this Agreement. In any dispute resolution proceeding, AT&T-NORTH CAROLINA shall have the burden to prove that such denial meets one or more applicable standards for denial, including without limitation those under the FCC rules and orders, *Verizon Comm. Inc.* and the Agreement, including Section 2.15 of this Appendix.

2.15.3 In accordance with and subject to the provisions of this Section 2.15, including Section 2.15.3.2 and 2.15.5, the new Lawful UNE combinations, if any, set forth in the Schedule(s) – Lawful UNE Combinations attached and incorporated into this Appendix shall be made available to CLEC as specified in the specific Schedule for a particular State.

2.15.3.1 The Parties acknowledge that the United States Supreme Court in *Verizon Comm. Inc.* relied on the distinction between an incumbent local exchange carrier such as AT&T-NORTH CAROLINA being required to perform the functions necessary to combine Lawful UNEs and to combine Lawful UNEs with elements possessed by a requesting Telecommunications Carrier, as compared to an incumbent LEC being required to complete the actual combination. As of the time this Appendix was agreed-to by the Parties, there has been no further ruling or other guidance provided on that distinction and what functions constitute only those that are necessary to such combining. In light of that

uncertainty, AT&T-NORTH CAROLINA is willing to perform the actions necessary to also complete the actual physical combination for those new Lawful UNE combinations, if any, set forth in the Schedule(s) – Lawful UNE Combinations to this Appendix, subject to the following:

- 2.15.3.1.1 Section 2.15, including any acts taken pursuant thereto, shall not in any way prohibit, limit or otherwise affect, or act as a waiver by, AT&T-NORTH CAROLINA from pursuing any of its rights, remedies or arguments, including but not limited to those with respect to *Verizon Comm. Inc.*, the remand thereof, or any FCC or Commission or court proceeding, including its right to seek legal review or a stay of any decision regarding combinations involving UNES. Such rights, remedies, and arguments are expressly reserved by AT&T-NORTH CAROLINA. Without affecting the foregoing, this Agreement does not in any way prohibit, limit, or otherwise affect AT&T-NORTH CAROLINA from taking any position with respect to combinations including Lawful UNES or any issue or subject addressed or related thereto.
- 2.15.3.1.2 Upon the effective date of any regulatory, judicial, or legislative action setting forth, eliminating, or otherwise delineating or clarifying the extent of an incumbent LEC's combining obligations, AT&T-NORTH CAROLINA shall be immediately relieved of any obligation to perform any non-included combining functions or other actions under this Agreement or otherwise, and CLEC shall thereafter be solely responsible for any such non-included functions or other actions. This Section 2.15.3.1.2 shall apply in accordance with its terms, regardless of change in law, intervening law or other similarly purposed provision of the Agreement and, concomitantly, the first sentence of this Section 2.15.3.1.2 shall not affect the applicability of any such provisions in situations not covered by that first sentence.
- 2.15.3.1.3 Without affecting the application of Section 2.15.3.1.2 (which shall apply in accordance with its provisions), upon notice by AT&T-NORTH CAROLINA, the Parties shall engage in good faith negotiations to amend the Agreement to set forth and delineate those functions or other actions that go beyond the ILEC obligation to perform the functions necessary to combine Lawful UNES and combine Lawful UNES with elements possessed by a requesting Telecommunications Carrier, and to eliminate any AT&T-NORTH CAROLINA obligation to perform such functions or other actions. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the Parties regarding those functions and other actions that go beyond those functions necessary to combine Lawful UNES and combine Lawful UNES with elements possessed by a requesting Telecommunications Carrier, shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time.
- 2.15.3.2 A new Lawful UNE combination, if any, listed on a Schedule –Lawful UNE Combinations does not imply or otherwise indicate the availability of related support system capabilities, including without limitation, whether electronic ordering is available for any particular included new Lawful UNE combination in one or more States. Where electronic ordering is not available, manual ordering shall be used.
- 2.15.3.3 For a new Lawful UNE combination, if any, listed on a Schedule – Lawful UNE Combinations, CLEC shall issue appropriate service requests. These requests will be processed by AT&T-NORTH CAROLINA, and CLEC will be charged the applicable Lawful UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual Lawful UNE and cross connect ordered.

- 2.15.3.4 Upon notice by AT&T-NORTH CAROLINA, the Parties shall engage in good faith negotiations to amend the Agreement to include a fee(s) for any work performed by AT&T-NORTH CAROLINA in providing the new Lawful UNE combinations, if any, set forth in Schedule(s) – Lawful UNE Combinations, which work is not covered by the charges applicable per Section 2.16.3.3. For any such work done by AT&T-NORTH CAROLINA under Section 2.16.1, any such fee(s) shall be a reasonable cost-based fee, and shall be calculated using the Time and Material charges as reflected in State-specific pricing. For any such work that is not so required to be done by AT&T-NORTH CAROLINA, any such fee(s) shall be at a market-based rate. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the Parties concerning any such fee(s) shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time.
- 2.15.4 In accordance with and subject to the provisions of this Section 2.15, any request not included in Section 2.15.3 in which CLEC wants AT&T-NORTH CAROLINA to perform the functions necessary to combine Lawful UNEs or to perform the functions necessary to combine Lawful UNEs with elements possessed by CLEC (as well as requests where CLEC also wants AT&T-NORTH CAROLINA to complete the actual combination), shall be made by CLEC in accordance with the bona fide request (BFR) process set forth in this Agreement.
- 2.15.4.1 In any such BFR, CLEC must designate among other things the Lawful UNE(s) sought to be combined and the needed location(s), the order in which the Lawful UNEs and any CLEC elements are to be connected, and how each connection (*e.g.*, cross-connected) is to be made between an AT&T-NORTH CAROLINA Lawful UNE and the lawful network element(s) possessed by CLEC.
- 2.15.4.2 In addition to any other applicable charges, CLEC shall be charged a reasonable cost-based fee for any combining work done by AT&T-NORTH CAROLINA under Section 2.15.1. Such fee shall be calculated using the Time and Material charges as reflected in the State-specific Appendix Pricing. AT&T-NORTH CAROLINA's Preliminary Analysis to the BFR shall include an estimate of such fee for the specified combining. With respect to a BFR in which CLEC requests AT&T-NORTH CAROLINA to perform work not required by Section 2.15.1, CLEC shall be charged a market-based rate for any such work.
- 2.15.5 Without affecting the other provisions hereof, the Lawful UNE combining obligations referenced in this Section 2.15 apply only in situations where each of the following is met:
- 2.15.5.1 it is technically feasible, including that network reliability and security would not be impaired;
- 2.15.5.2 AT&T-NORTH CAROLINA's ability to retain responsibility for the management, control, and performance of its network would not be impaired;
- 2.15.5.3 AT&T-NORTH CAROLINA would not be placed at a disadvantage in operating its own network;
- 2.15.5.4 it would not undermine the ability of other Telecommunications Carriers to obtain access to Lawful UNEs or to Interconnect with AT&T-NORTH CAROLINA's network; and
- 2.15.5.5 CLEC is
- 2.15.5.5.1 unable to make the combination itself; or
- 2.15.5.5.2 a new entrant and is unaware that it needs to combine certain Lawful UNEs to provide a Telecommunications Service, but such obligation under this Section 2.15.5.5 ceases if AT&T-NORTH CAROLINA informs CLEC of such need to combine.

2.15.6 For purposes of Section 2.15.5.5 and without limiting other instances in which CLEC may be able to make a combination itself, CLEC is deemed able to make a combination itself when the Lawful UNE(s) sought to be combined are available to CLEC, including without limitation:

2.15.6.1 at an AT&T-NORTH CAROLINA premises where CLEC is physically collocated or has an on-site adjacent collocation arrangement;

2.15.6.2 Intentionally Omitted.

2.15.7 Section 2.15.5.5 shall only begin to apply thirty (30) days after notice by AT&T-NORTH CAROLINA to CLEC. Thereafter, AT&T-NORTH CAROLINA may invoke Section 2.15.5.5 with respect to any request for a combination involving Lawful UNES.

2.16 Conversion of Wholesale Services to Lawful UNES

2.16.1 Upon request, AT&T-NORTH CAROLINA shall convert a wholesale service, or group of wholesale services, to the equivalent Lawful UNE, or combination of Lawful UNES, that is available to CLEC under terms and conditions set forth in this Appendix, so long as CLEC and the wholesale service, or group of wholesale services, and the Lawful UNES, or combination of Lawful UNES, that would result from the conversion meet the eligibility criteria that may be applicable. (By way of example only, the statutory conditions would constitute one such eligibility criterion.)

2.16.2 Where processes for the conversion requested pursuant to this Appendix are not already in place, AT&T-NORTH CAROLINA will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.

2.16.3 Except as agreed to by the Parties or otherwise provided hereunder, AT&T-NORTH CAROLINA shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with any conversion between a wholesale service or group of wholesale services and a UNE or combination of UNES. AT&T-NORTH CAROLINA may charge applicable service order charges and record change charges.

2.16.4 This Section 2.16 only applies to situations where the wholesale service, or group of wholesale services, is comprised solely of Lawful UNES offered or otherwise provided for in this Appendix.

2.16.5 If CLEC does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular conversion of a wholesale service, or group of wholesale services, to the equivalent Lawful UNE, or combination of Lawful UNES, CLEC shall not request such conversion or continue using such the Lawful UNE or Lawful UNES that result from such conversion. To the extent CLEC fails to meet (including ceases to meet) the eligibility criteria applicable to a Lawful UNE or combination of Lawful UNES, or Commingled Arrangement (as defined herein), AT&T-NORTH CAROLINA may convert the Lawful UNE or Lawful UNE combination, or Commingled Arrangement, to the equivalent wholesale service, or group of wholesale services, upon written notice to CLEC.

2.16.5.1 This Section 2.16.5 applies to any Lawful UNE or combination of Lawful UNES, including whether or not such Lawful UNE or combination of Lawful UNES had been previously converted from an AT&T-NORTH CAROLINA service.

2.16.5.2 AT&T-NORTH CAROLINA may exercise its rights provided for hereunder and those allowed by law in auditing compliance with any applicable eligibility criteria.

2.16.6 In requesting a conversion of an AT&T-NORTH CAROLINA service, CLEC must follow the guidelines and ordering requirements provided by AT&T-NORTH CAROLINA that are applicable to converting the particular AT&T-NORTH CAROLINA service sought to be converted.

2.16.7 Nothing contained in this Appendix or Agreement provides CLEC with an opportunity to supersede or dissolve existing contractual arrangements, or otherwise affects AT&T-NORTH CAROLINA's ability to enforce any tariff, contractual, or other provision(s), including those providing for early termination liability or similar charges.

2.17 Commingling

- 2.17.1 “Commingling” means the connecting, attaching, or otherwise linking of a Lawful UNE, or a combination of Lawful UNES, to one or more facilities or services that CLEC has obtained at wholesale from AT&T-NORTH CAROLINA, or the combining of a Lawful UNE, or a combination of Lawful UNES, with one or more such facilities or services. “Commingling” means the act of commingling.
- 2.17.1.1 “Commingled Arrangement” means the arrangement created by Commingling.
- 2.17.1.2 Neither Commingling nor a Commingled Arrangement shall include, involve, or otherwise encompass an AT&T-NORTH CAROLINA offering pursuant to 47 U.S.C. § 271 that is not a Lawful UNE under 47 U.S.C. § 251(c)(3).
- 2.17.1.3 Commingling is not permitted, nor is AT&T-NORTH CAROLINA required to perform the functions necessary to Commingling, where the Commingled Arrangement (i) is not technically feasible, including that network reliability and security would be impaired; or (ii) would impair AT&T-NORTH CAROLINA's ability to retain responsibility for the management, control, and performance of its network; or (iii) would place AT&T-NORTH CAROLINA at a disadvantage in operating its own network; or (iv) would undermine the ability of other Telecommunications Carriers to obtain access to Lawful UNES or to Interconnect with AT&T-NORTH CAROLINA's network.
- 2.17.1.4 Where processes for any Commingling requested pursuant to this Agreement (including, by way of example, for existing services sought to be converted to a Commingled Arrangement) are not already in place, AT&T-NORTH CAROLINA will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.
- 2.17.1.5 Any commingling obligation is limited solely to commingling of one or more facilities or services that CLEC has obtained at wholesale from AT&T-NORTH CAROLINA with Lawful UNES; accordingly, no other facilities, services or functionalities are subject to commingling, including but not limited to facilities, services or functionalities that AT&T-NORTH CAROLINA might offer pursuant to Section 271 of the Act.
- 2.17.2 Except as provided in Section 2 and, further, subject to the other provisions of this Agreement, AT&T-NORTH CAROLINA shall permit CLEC to Commingling a Lawful UNE or a combination of Lawful UNES with facilities or services obtained at wholesale from AT&T-NORTH CAROLINA to the extent required by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders.
- 2.17.3 Upon request, and subject to this Section 2, AT&T-NORTH CAROLINA shall perform the functions necessary to Commingling a Lawful UNE or a combination of Lawful UNES with one or more facilities or services that CLEC has obtained at wholesale from AT&T-NORTH CAROLINA (as well as requests where CLEC also wants AT&T-NORTH CAROLINA to complete the actual Commingling), except that AT&T-NORTH CAROLINA shall have no obligation to perform the functions necessary to Commingling (or to complete the actual Commingling) if (i) Section 2.17.1.3 applies to the Commingled Arrangement sought by CLEC; or (ii) the CLEC is able to perform those functions itself. Where CLEC is a new entrant and is unaware that it needs to Commingling to provide a Telecommunications Service, AT&T-NORTH CAROLINA's obligation to commingle ceases if AT&T-NORTH CAROLINA informs CLEC of such need to Commingling.
- 2.17.3.1 For purposes of Section 2.17.3 and without limiting other instances in which CLEC may be able to Commingling for itself, CLEC is deemed able to Commingling for itself when the Lawful UNE(s), Lawful UNE combination, and facilities or services obtained at wholesale from AT&T-NORTH CAROLINA are available to CLEC, including without limitation:
- 2.17.3.1.1 at an AT&T-NORTH CAROLINA central office where CLEC is physically collocated or has an on-site adjacent collocation arrangement;

- 2.17.3.1.2 Intentionally Omitted.
- 2.17.3.2 Section 2.17.3(ii) shall only begin to apply thirty (30) days after notice by AT&T-NORTH CAROLINA to CLEC. Thereafter, AT&T-NORTH CAROLINA may invoke Section 2.17.3(ii) with respect to any request for Commingling.
- 2.17.4 In accordance with and subject to the provisions of this Section 2.17, any request by CLEC for AT&T-NORTH CAROLINA to perform the functions necessary to Commingle (as well as requests where CLEC also wants AT&T-NORTH CAROLINA to complete the actual Commingling), shall be made by CLEC in accordance with this Agreement.
- 2.17.4.1 AT&T-NORTH CAROLINA is developing a list of Commingled Arrangements that will be available for ordering, which list will be made available on the AT&T CLEC Online website. Once that list is posted, CLEC will be able to submit orders for any Commingled Arrangement on that list. The list may be modified, from time to time.
- 2.17.4.2 Any CLEC request for a Commingled Arrangement not found on the then-existing list of orderable Commingled Arrangements must be submitted via the bona fide request (BFR) process. In any such BFR, CLEC must designate among other things the Lawful UNE(s), combination of Lawful UNEs, and the facilities or services that CLEC has obtained at wholesale from AT&T-NORTH CAROLINA sought to be Commingled and the needed location(s), the order in which such Lawful UNEs, such combinations of Lawful UNEs, and such facilities and services are to be Commingled, and how each connection (*e.g.*, cross-connected) is to be made between them.
- 2.17.4.2.1 In addition to any other applicable charges, CLEC shall be charged a reasonable fee for any Commingling work done by AT&T-NORTH CAROLINA under this Section 2.17 (including performing the actual Commingling). Such fee shall be calculated using the Time and Material charges as reflected in the State-specific Appendix Pricing. AT&T-NORTH CAROLINA's Preliminary Analysis to the BFR shall include an estimate of such fee for the specified Commingling. With respect to a BFR in which CLEC requests AT&T-NORTH CAROLINA to perform work not required by this Section 2.17.4, CLEC shall be charged a market-based rate for any such work.
- 2.17.4.3 AT&T-NORTH CAROLINA shall charge the appropriate non-recurring rates as set forth in the pricing schedule(s) applicable to the Lawful UNEs (or Lawful UNE combinations) that are Commingled on a Lawful UNE-by-Lawful UNE basis, and for the facilities and services that are Commingled (under this Section 2) on a facility-by-facility, service-by-service basis, including without limitation for the type of service and activity being requested to create the Commingled Arrangement.
- 2.17.5 AT&T-NORTH CAROLINA shall not be required to, and shall not, provide "ratcheting" as a result of Commingling or a Commingled Arrangement. As a general matter, "ratcheting" is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate. AT&T-NORTH CAROLINA shall charge the rates for Lawful UNEs (or Lawful UNE combinations) Commingled with facilities or services obtained at wholesale (including for example special access services) on an element-by-element basis, and such facilities and services on a facility-by-facility, service-by-service basis.
- 2.17.6 Nothing in this Agreement shall impose any obligation on AT&T-NORTH CAROLINA to allow or otherwise permit Commingling, a Commingled Arrangement, or to perform the functions necessary to Commingle, or to allow or otherwise permit CLEC to Commingle or to make a Commingled Arrangement, beyond those obligations imposed by the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. The preceding includes without limitation that AT&T-NORTH CAROLINA shall not be obligated to Commingle network elements that do not constitute Lawful UNEs, or where Lawful UNEs are not requested for permissible purposes. If CLEC does not meet the applicable eligibility criteria or, for any reason,

stops meeting the eligibility criteria for a particular Lawful UNE involved or to be involved in a Commingled Arrangement, CLEC shall not request such Commingled Arrangement or continue using such Commingled Arrangement.

- 2.17.7 In the event that Commingling also involves AT&T-NORTH CAROLINA performing the functions necessary to combine Lawful UNEs (e.g., make a new combination of Lawful UNEs), including making the actual Lawful UNE combination, then Section 2.16 shall govern with respect to that Lawful UNE combining aspect of that particular Commingling and/or Commingled Arrangement.
- 2.17.8 Subject to this 2.17, AT&T-NORTH CAROLINA shall not deny access to a Lawful UNE or a combination of Lawful UNEs on the grounds that one or more of the Lawful UNEs is connected to, attached to, linked to, or combined with, a facility or service obtained at wholesale from AT&T-NORTH CAROLINA.
- 2.17.9 Commingling in its entirety (including its definition, the ability of CLEC to Commingle, AT&T-NORTH CAROLINA's obligation to perform the functions necessary to Commingle, and Commingled Arrangements) shall not apply to or otherwise include, involve or encompass AT&T-NORTH CAROLINA offerings pursuant to 47 U.S.C. § 271 that are not Lawful UNEs under 47 U.S.C. § 251(c)(3).
- 2.18 Mandatory Eligibility Criteria for Access to Certain Lawful UNEs
- 2.18.1 Except as provided below in this Section 2.18 or elsewhere in the Agreement and subject to this Section and Section 2.16, Conversion of Wholesale Services to UNEs, of this Appendix, AT&T-NORTH CAROLINA shall provide access to UNEs and combinations of UNEs without regard to whether the CLEC seeks access to the UNEs to establish a new circuit or to convert an existing circuit from a service to UNEs.
- 2.18.1.1 "Enhanced Extended Link" or "EEL" means a UNE combination consisting of an unbundled loop(s) and Unbundled Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, multiplexing capabilities). An DS1 or higher EEL is required to terminate in a collocation arrangement that meets the requirements of Section 2.18.3 of this Appendix (e.g., the end of the Unbundled Dedicated Transport that is opposite the end connected to the UNE local loop, must be accessed by CLEC at such a CLEC collocation arrangement via a cross-connect).
- 2.18.2 AT&T-NORTH CAROLINA is not obligated, and shall not, provide access to (1) an unbundled DS1 loop in combination, or Commingled, with a dedicated DS1 transport facility or service or a dedicated DS3 or higher transport facility or service, or an unbundled DS3 loop in combination, or Commingled, with a dedicated DS3 or higher transport facility or service, or (2) an unbundled dedicated DS1 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS3 loop or a DS3 or higher channel termination service (collectively, the "Included Arrangements"), unless CLEC certifies that all of the following conditions are met with respect to the arrangement being sought:
- 2.18.2.1 CLEC (directly and not via an Affiliate) has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area.
- 2.18.2.2 The following criteria are satisfied for each Included Arrangement, including without limitation each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL:
- 2.18.2.2.1 Each circuit to be provided to each End User will be assigned a local telephone number (NPA-NXX-XXXX) that is associated with local service provided within an AT&T-NORTH CAROLINA local service area and within the LATA where

the circuit is located ("Local Telephone Number"), prior to the provision of service over that circuit (and for each circuit, CLEC will provide the corresponding Local Telephone Number(s) as part of the required certification); and

- 2.18.2.2.2 Each DS1-equivalent circuit on a DS3 EEL or on any other Included Arrangement, must have its own Local Telephone Number assignment, so that each DS3 must have at least 28 Local voice Telephone Numbers assigned to it; and
- 2.18.2.2.3 Each circuit to be provided to each End User will have 911 or E911 capability prior to the provision of service over that circuit; and
- 2.18.2.2.4 Each circuit to be provided to each End User will terminate in a collocation arrangement that meets the requirements of Section 2.18.3 of this Appendix Lawful UNE; and
- 2.18.2.2.5 Each circuit to be provided to each End User will be served by an interconnection trunk that meets the requirements of Section 2.18.4 of this Appendix Lawful UNE; and
- 2.18.2.2.6 For each 24 DS1 EELs, or other facilities having equivalent capacity, CLEC will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 2.18.4 of this Appendix; and
- 2.18.2.2.7 Each circuit to be provided to each End User will be served by a switch capable of providing local voice traffic.

By way of example only, the application of the foregoing conditions means that a wholesale or retail DS1 or higher service/circuit (whether intrastate or interstate in nature or jurisdiction) comprised, in whole or in part, of a UNE local loop-Unbundled Dedicated Transport(s)-UNE local loop (with or without multiplexing) cannot qualify for at least the reason that the UNE local loop-Unbundled Dedicated Transport combination included within that service/circuit does not terminate to a collocation arrangement. Accordingly, AT&T-NORTH CAROLINA shall not be required to provide, and shall not provide, any UNE combination of a UNE local loop and Unbundled Dedicated Transport at DS1 or higher (whether as a UNE combination by themselves, with a network element possessed by CLEC, or pursuant to Commingling, or whether as a new arrangement or from a conversion of an existing service/circuit) that does not terminate to a collocation arrangement that meets the requirements of Section 2.18.3 of this Appendix Lawful UNE. Section 2.18.2 shall apply in any arrangement that includes more than one of the UNEs, facilities, or services set forth in that Section, including, without limitation, to any arrangement where one or more UNEs, facilities, or services not set forth in Section 2.18.2 is also included or otherwise used in that arrangement (whether as part of a UNE combination, Commingled Arrangement, or otherwise), and irrespective of the placement or sequence of them.

- 2.18.3 A collocation arrangement meets the requirements of Section 2.18 of this Appendix Lawful UNE if it is:
 - 2.18.3.1 Established pursuant to Section 251(c)(6) of the Act and located at AT&T-NORTH CAROLINA's premises within the same LATA as the End User's premises, when AT&T-NORTH CAROLINA is not the collocater; or
 - 2.18.3.2 Located at a third party's premises within the same LATA as the End User's premises, when AT&T-NORTH CAROLINA is the collocater.
- 2.18.4 An interconnection trunk meets the requirements of Sections 2.18.2.2.5 and 2.18.2.2.6 of this Appendix Lawful UNE if CLEC will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk, and the trunk is located in the same LATA as the End User premises served by the Included Arrangement.

- 2.18.5 For a new circuit to which Section 2.18.2 applies, CLEC may initiate the ordering process if CLEC certifies that it will not begin to provide any service over that circuit until a Local Telephone Number is assigned and 911/E911 capability is provided, as required by Section 2.18.2.2.1 and Section 2.18.2.2.3, respectively. In such case, CLEC shall satisfy Section 2.18.2.2.1 and/or Section 2.18.2.2.3 if it assigns the required Local Telephone Number(s), and implements 911/E911 capability, within 30 days after AT&T-NORTH CAROLINA provisions such new circuit. CLEC must provide AT&T-NORTH CAROLINA with sufficient proof that such assignment and/or implementation has occurred by the end of such 30th day.
- 2.18.5.1 Section 2.18.5 does not apply to existing circuits to which Section 2.18.2 applies, including conversions or migrations (e.g., CLEC shall not be excused from meeting the Section 2.18.2.2.1 and Section 2.18.2.2.3 requirements for existing circuits at the time it initiates the ordering process).
- 2.18.6 CLEC hereby agrees that by submitting an order to AT&T-NORTH CAROLINA for an Included Arrangement (whether new, as a result of a requested conversion, or otherwise), CLEC is certifying that it meets and will continue to meet the requirements of Section 2.18 as to such Included Arrangement(s) on a circuit-by-circuit/service-by-service/Included Arrangement-by-Included Arrangement basis. Such certification-by-order shall have the same weight and effect as a separate certification. and certification-by-order shall not diminish or otherwise affect CLEC's obligation to meet and to continue to comply with the criteria or certification requirements set forth in this Section 2.18.
- 2.18.6.1 If the information previously provided in a certification is inaccurate (or ceases to be accurate), CLEC shall update such certification promptly with AT&T-NORTH CAROLINA.
- 2.18.7 In addition to any other audit rights provided for this Agreement and those allowed by law, AT&T-NORTH CAROLINA may obtain and pay for an independent auditor to audit CLEC, on an annual basis, applied on a State-by-State basis, for compliance with this Section 2.18. For purposes of calculating and applying an "annual basis", it means for a State a consecutive 12-month period, beginning upon AT&T-NORTH CAROLINA's written notice that an audit will be performed for that State, subject to Section 2.18.7.4 of this Section.
- 2.18.7.1 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an "examination engagement" and issue an opinion regarding CLEC's compliance with the qualifying service eligibility criteria.
- 2.18.7.2 The independent auditor's report will conclude whether CLEC complied in all material respects with this Section 2.18.
- 2.18.7.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.
- 2.18.7.4 To the extent the independent auditor's report concludes that CLEC failed to comply with this Section 2.18, CLEC must true-up any difference in payments beginning from the date that the non-compliant circuit was established as a UNE/UNE combination, in whole or in part (notwithstanding any other provision hereof), CLEC must convert the UNE or UNE combination, or Commingled Arrangement, to an equivalent or substantially similar wholesale service, or group of wholesale services, (and AT&T-NORTH CAROLINA may initiate and affect such a conversion on its own without any further consent by CLEC), and CLEC shall timely make the correct payments on a going-forward basis, and all applicable remedies for failure to make such payments shall be available to AT&T-NORTH CAROLINA. In no event shall rates set under Section 252(d)(1) of the Act apply for the use of any UNE for any period in which CLEC does not meet the conditions set forth in this

Section 2.18 for that UNE, arrangement, or circuit, as the case may be. Also, the "annual basis" calculation and application shall be immediately reset, *e.g.*, AT&T-NORTH CAROLINA shall not have to wait the remaining part of the consecutive 12-month period before it is permitted to audit again in that State.

2.18.7.4.1 To the extent that the independent auditor's report concludes that CLEC failed to comply in all material respects with this Section 2.18, CLEC must reimburse AT&T-NORTH CAROLINA for the cost of the independent auditor and for AT&T-NORTH CAROLINA's costs in the same manner and using the same methodology and rates that AT&T-NORTH CAROLINA is required to pay CLEC's costs under Section 2.18.7.4.2.

2.18.7.4.2 To the extent the independent auditor's report concludes that the CLEC complied in all material respects with this Section 2.18, AT&T-NORTH CAROLINA must reimburse CLEC for its reasonable staff time and other reasonable costs associated in responding to the audit (*e.g.*, collecting data in response to the auditor's inquiries, meeting for interviews, etc.).

2.18.7.5 CLEC will maintain the appropriate documentation to support its eligibility certifications, including without limitation call detail records, Local Telephone Number assignment documentation, and switch assignment documentation.

2.18.8 Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, CLEC shall fully comply with this Section 2.18 in all cases and, further, the failure of AT&T-NORTH CAROLINA to require such compliance, including if AT&T-NORTH CAROLINA provides a circuit(s), an EEL(s), or a Commingled circuit, that does not meet any eligibility criteria, including those in this Section 2.18, 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.

- 2.19 Where processes for any Lawful UNE requested pursuant to this Agreement, whether alone or in conjunction with any other UNE(s) or service(s), are not already in place, AT&T-NORTH CAROLINA will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.
- 2.20 AT&T-NORTH CAROLINA will combine Lawful UNEs, combine Lawful UNE(s) with network elements possessed by CLEC, and/or Commingle only as set forth in this Appendix Lawful UNEs.
- 2.21 The Parties intend that this Appendix Lawful UNEs contains the sole and exclusive terms and conditions by which CLEC will obtain Lawful UNEs from AT&T-NORTH CAROLINA. Accordingly, except as may be specifically permitted by this Appendix Lawful UNEs, and then only to the extent permitted, CLEC and its affiliated entities hereby fully and irrevocably waive any right or ability any of them might have to purchase any unbundled network element (whether on a stand-alone basis, in combination with other UNEs (Lawful or otherwise), with a network element possessed by CLEC, or pursuant to Commingling or otherwise) directly from any AT&T-NORTH CAROLINA tariff, to the extent such tariff(s) is/are available, and agree not to so purchase or attempt to so purchase from any such tariff. 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-NORTH CAROLINA to enforce the foregoing (including if AT&T-NORTH CAROLINA fails to reject or otherwise block orders for, or provides or continues to provide, unbundled network elements, Lawful or otherwise, under tariff) 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-NORTH CAROLINA may either reject any such order submitted under tariff, or without the need for any further contact with or consent from CLEC, AT&T-NORTH CAROLINA may process any such order as being submitted under this Appendix Lawful UNEs and, further, may convert any element provided under tariff, to this Appendix Lawful UNEs, effective as of the later in time of the (i) Effective Date of this Agreement/Amendment, or (ii) the submission of the order by CLEC.

3. ACCESS TO LAWFUL UNE CONNECTION METHODS

- 3.1 Subject to Section 2 of this Appendix Lawful UNEs, AT&T-NORTH CAROLINA shall provide access to Lawful UNEs without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.
- 3.1.1 In the AT&T-NORTH CAROLINA premises where CLEC is Physically Collocated (e.g., in a caged, cageless or shared cage arrangement) or Virtually Collocated (see the Collocation appendix) AT&T-NORTH CAROLINA will extend AT&T-NORTH CAROLINA Lawful UNEs via-cross connects to CLEC's Physical or Virtual Collocation Point of Termination (POT), within the same AT&T-NORTH CAROLINA premises where the Lawful UNEs are located.
- 3.1.2 CLEC shall be responsible for initial testing and trouble sectionalization of facilities containing CLEC installed cross connects.
- 3.1.3 CLEC shall refer trouble sectionalized in the AT&T-NORTH CAROLINA Lawful UNE to AT&T-NORTH CAROLINA.
- 3.1.4 Prior to AT&T-NORTH CAROLINA providing access to Lawful UNEs under this Appendix, CLEC and AT&T-NORTH CAROLINA shall provide each other with a point of contact for overall coordination.
- 3.1.5 CLEC shall designate each Lawful UNE being ordered from AT&T-NORTH CAROLINA. CLEC shall provide an interface to receive assignment information from AT&T-NORTH CAROLINA regarding location of the affected Lawful UNEs. This interface may be manual or mechanized.
- 3.1.6 AT&T-NORTH CAROLINA will provide CLEC with contact numbers as necessary to resolve assignment conflicts encountered. All contact with AT&T-NORTH CAROLINA shall be referred to such contact numbers.
- 3.2 Any other method may be requested by the Bona Fide Request Process outlined in Section 6 below.

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6. BONA FIDE REQUEST

- 6.1 Subject to Section 2, AT&T-NORTH CAROLINA shall process Bona Fide Requests under the following terms and conditions in this subsection.
- 6.2 The Bona Fide Request process described in Item I of this Section 6 applies to each Bona Fide Request submitted in the AT&T-NORTH CAROLINA territory. For purposes of this Appendix, a "Business Day" means Monday through Friday, excluding Holidays observed by AT&T-NORTH CAROLINA.
- 6.3 **Item I**

AT&T-NORTH CAROLINA Bona Fide Request Process

- 6.3.1 A Bona Fide Request ("BFR") is the process by which CLEC may request AT&T-NORTH CAROLINA to provide CLEC access to an additional or new, undefined Lawful UNE, Lawful UNE Combination and/or Lawful Commingling requests that constitute or involve a Lawful UNE required to be provided by AT&T-NORTH CAROLINA but that is not available under this Agreement at the time of CLEC's request.
- 6.3.2 The BFR process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.
- 6.3.3 All BFRs must be submitted with a BFR Application Form in accordance with the specifications and processes set forth in the respective sections of the CLEC Handbook. Included with the Application CLEC shall provide a technical description of each requested Lawful UNE, drawings when

applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a 3 year forecast.

- 6.3.4 CLEC is responsible for all costs incurred by AT&T-NORTH CAROLINA to review, analyze and process a BFR. When submitting a BFR Application Form, CLEC has two options to compensate AT&T-NORTH CAROLINA for its costs incurred to complete the Preliminary Analysis of the BFR:
 - 6.3.4.1 Include with its BFR Application Form a \$2,000 deposit to cover AT&T-NORTH CAROLINA's preliminary evaluation costs, in which case AT&T-NORTH CAROLINA may not charge CLEC in excess of \$2,000 to complete the Preliminary Analysis; or
 - 6.3.4.2 Not make the \$2,000 deposit, in which case CLEC shall be responsible for all preliminary evaluation costs incurred by AT&T-NORTH CAROLINA to complete the preliminary Analysis (regardless of whether such costs are greater or less than \$2,000).
- 6.3.5 If CLEC submits a \$2,000 deposit with its BFR, and AT&T-NORTH CAROLINA is not able to process the Request or determines that the Request does not qualify for BFR treatment, then AT&T-NORTH CAROLINA will return the \$2,000 deposit to CLEC. Similarly, if the costs incurred to complete the Preliminary Analysis are less than \$2,000, the balance of the deposit will, at the option of CLEC, either be refunded or credited toward additional developmental costs authorized by CLEC.
- 6.3.6 Upon written notice, CLEC may cancel a BFR at any time, but will pay AT&T-NORTH CAROLINA its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date AT&T-NORTH CAROLINA received notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and a \$2,000 deposit has been made by CLEC, and the reasonable and demonstrable costs are less than \$2,000, the remaining balance of the deposit will be, at the option of the CLEC, either returned to CLEC or credited toward additional developmental costs authorized by CLEC.
- 6.3.7 AT&T-NORTH CAROLINA will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt AT&T-NORTH CAROLINA will acknowledge receipt of the BFR and in such acknowledgement advise CLEC of the need for any further information needed to process the Request. CLEC acknowledges that the time intervals set forth in this Appendix begins once AT&T-NORTH CAROLINA has received a complete and accurate BFR Application Form and, if applicable, \$2,000 deposit.
- 6.3.8 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR AT&T-NORTH CAROLINA will provide to CLEC a preliminary analysis of such Request (the "Preliminary Analysis"). The Preliminary Analysis will (i) indicate that AT&T-NORTH CAROLINA will offer the Request to CLEC or (ii) advise CLEC that AT&T-NORTH CAROLINA will not offer the Request. If AT&T-NORTH CAROLINA indicates it will not offer the Request, AT&T-NORTH CAROLINA will provide a detailed explanation for the denial. Possible explanations may be, but are not limited to: (i) access to the Request is not technically feasible, (ii) that the Request is not for a Lawful UNE, or is otherwise not required to be provided by AT&T-NORTH CAROLINA under the Act and/or, (iii) that the BFR is not the correct process for the request.
- 6.3.9 If the Preliminary Analysis indicates that AT&T-NORTH CAROLINA will offer the Request, CLEC may, at its discretion, provide written authorization for AT&T-NORTH CAROLINA to develop the Request and prepare a "BFR Quote". The BFR Quote shall, as applicable, include (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs and (v) terms and conditions by which the Request shall be made available. CLEC's written authorization to develop the BFR Quote must be received by AT&T-NORTH CAROLINA within thirty (30) calendar days of CLEC's receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled and CLEC will pay to AT&T-NORTH CAROLINA all demonstrable costs as set forth above. Any request by CLEC for AT&T-NORTH CAROLINA to proceed with a Request received after the thirty (30) calendar day window will require CLEC to submit a new BFR.

- 6.3.10 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to develop the BFR Quote, AT&T-NORTH CAROLINA shall provide to CLEC a BFR Quote.
- 6.3.11 Within thirty (30) calendar days of its receipt of the BFR Quote, CLEC must either (i) confirm its order pursuant to the BFR Quote (ii) cancel its BFR and reimburse AT&T-NORTH CAROLINA for its costs incurred up to the date of cancellation, or (iii) if it believes the BFR Quote is inconsistent with the requirements of the Act and/or this Appendix, exercise its rights under the Dispute Resolution Process set forth in the General Terms and Conditions of this Agreement. If AT&T-NORTH CAROLINA does not receive notice of any of the foregoing within such thirty (30) calendar day period, the BFR shall be deemed canceled. CLEC shall be responsible to reimburse AT&T-NORTH CAROLINA for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by CLEC).
- 6.3.21 Unless CLEC agrees otherwise, all rates and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act.
- 6.3.22 If a Party believes that the other Party is not requesting, negotiating or processing a BFR in good faith and/or as required by the Act, or if a Party disputes a determination, or price or cost quote, such Party may seek relief pursuant to the Dispute Resolution Process set forth in the General Terms and Conditions section of this Agreement.
- 6.4 Intentionally Omitted.
- 6.5 Intentionally Omitted.

7. NETWORK INTERFACE DEVICE

- 7.1 Subject to Section 2 of this Appendix Lawful UNEs, AT&T-NORTH CAROLINA shall provide Lawful UNE Network Interface Device under the following terms and conditions in this subsection.
- 7.2 The Lawful UNE Network Interface Device (NID) is defined as any means of interconnection of End User premises wiring to AT&T-NORTH CAROLINA's distribution loop facilities, such as a cross connect device used for that purpose. Fundamentally, the Lawful UNE NID establishes the final (and official) network demarcation point between the loop and the End User's inside wire. Maintenance and control of the End User's inside wiring (on the End User's side of the Lawful UNE NID) is under the control of the End User. Conflicts between telephone service providers for access to the End User's inside wire must be resolved by the End User. Pursuant to applicable FCC rules, AT&T-NORTH CAROLINA offers nondiscriminatory access to the Lawful UNE NID on an unbundled basis to CLEC for the provision of a Telecommunications Service. CLEC access to the Lawful UNE NID is offered as specified below.
- 7.3 AT&T-NORTH CAROLINA will permit CLEC to connect its local loop facilities to End Users' premises wiring through AT&T-NORTH CAROLINA's Lawful UNE NID, or at any other technically feasible point.
- 7.4 CLEC may connect to the End User's premises wiring through the AT&T-NORTH CAROLINA Lawful UNE NID, as is, or at any other technically feasible point. Any repairs, upgrade and rearrangements to the Lawful UNE NID required by CLEC will be performed by AT&T-NORTH CAROLINA based on Time and Material charges. AT&T-NORTH CAROLINA, at the request of CLEC, will disconnect the AT&T-NORTH CAROLINA local loop from the Lawful UNE NID, at charges reflected in the state specific Appendix Pricing.
- 7.5 With respect to multiple dwelling units or multiple-unit business premises, CLEC will connect directly with the End User's premises wire, or may connect with the End User's premises wire via AT&T-NORTH CAROLINA's Lawful UNE NID where necessary.
- 7.6 The AT&T-NORTH CAROLINA Lawful UNE NIDs that CLEC uses under this Appendix will be existing Lawful UNE NIDs installed by AT&T-NORTH CAROLINA to serve its End Users.
- 7.7 CLEC shall not attach to or disconnect AT&T-NORTH CAROLINA's ground. CLEC shall not cut or disconnect AT&T-NORTH CAROLINA's loop from the Lawful UNE NID and/or its protector. CLEC shall not cut any other leads in the Lawful UNE NID.

- 7.8 CLEC, who has constructed its own NID at a premises and needs only to make contact with AT&T-NORTH CAROLINA's Lawful UNE NID, can disconnect the End User's wiring from AT&T-NORTH CAROLINA's Lawful UNE NID and reconnect it to the CLEC's NID.
- 7.9 If CLEC requests a different type of Lawful UNE NID not included with the loop, AT&T-NORTH CAROLINA will consider the requested type of Lawful UNE NID to be facilitated via the Bona Fide Request (BFR) Process.

8. LAWFUL UNE LOCAL LOOP

- 8.1 Subject to Section 2 of this Appendix Lawful UNEs, AT&T-NORTH CAROLINA shall provide Lawful UNE Local Loop under the following terms and conditions in this subsection.
- 8.2 Pursuant to applicable FCC rules, a local loop network element is a transmission facility between a distribution frame (or its equivalent) in an AT&T-NORTH CAROLINA Central Office and the loop demarcation point at an End User premises. Therefore, consistent with the applicable FCC rules, AT&T-NORTH CAROLINA will make available the Lawful UNE Local Loops set forth herein below between a distribution frame (or its equivalent) in an AT&T-NORTH CAROLINA Central Office and the loop demarcation point at an End User premises. The Parties acknowledge and agree that AT&T-NORTH CAROLINA shall not be obligated to provision any of the Lawful UNE Local Loops provided for herein to cellular sites or to any other location that does not constitute an End User premises. Where applicable, the Lawful UNE Local Loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned and controlled by AT&T-NORTH CAROLINA. The Lawful UNE Local Loop includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and CLEC requested line conditioning (subject to applicable charges in Appendix Pricing). The Lawful UNE Local Loop includes, but is not limited to copper loops (two-wire and four-wire analog voice-grade copper loops, digital copper loops [e.g., DS0s and integrated services digital network lines]), as well as two-wire and four-wire copper loops conditioned, at CLEC request and subject to charges, to transmit the digital signals needed to provide digital subscriber line services), Lawful UNE DS1 Digital Loops (where they have not been Declassified and subject to caps set forth in Section 8.3.4.4.1) and Lawful UNE DS3 Digital Loops (where they have not been Declassified and subject to caps set forth in Section 8.3.5.4.1), where such loops are deployed and available in AT&T-NORTH CAROLINA wire centers. CLEC agrees to operate each loop type within applicable technical standards and parameters.
- 8.2.1 When a Lawful UNE Local Loop is ordered to a high voltage area, the Parties understand and agree that such loop will require a High Voltage Protective Equipment (HVPE) (e.g., a positron), to ensure the safety and integrity of the network, the Parties' employees and/or representatives, and the CLEC's End User. Therefore, any request by CLEC for a Lawful UNE Local Loop to a high voltage area will be submitted by CLEC to AT&T-NORTH CAROLINA via the BFR process set forth in Section 6 hereinabove and CLEC shall be required to pay AT&T-NORTH CAROLINA for any HVPE that is provisioned by AT&T-NORTH CAROLINA to CLEC in connection with the CLEC's Lawful UNE Local Loop order to the high voltage area.
- 8.3 The following types of Lawful UNE Local Loops will be provided at the rates, terms, and conditions set forth in this Appendix and in the state specific Pricing Schedule:
- 8.3.1 2-Wire Analog Loop (Unbundled Voice Loop – SL1 (UVL-SL1))
- 8.3.1.1 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.
- 8.3.1.2 If CLEC requests one or more Lawful UNE loops serviced by Integrated Digital Loop Carrier (IDLC) AT&T-NORTH CAROLINA will, where available, move the requested loop(s) to a spare, existing all-copper or universal digital loop carrier Lawful UNE loop at no additional

charge to CLEC. If, however, no spare Lawful UNE loop is available, as defined above, AT&T-NORTH CAROLINA will within two (2) business days of CLEC's request, notify CLEC of the lack of available facilities. Additional terms and conditions for IDLC in North Carolina are set forth in Section 8.11 below.

8.3.1.3 Loop Testing (AT&T-NORTH CAROLINA): For an additional charge AT&T-NORTH CAROLINA will make available Loop Testing so that CLEC may request further testing on new UVL-SL1 Loops. Rates for Loop Testing are as set forth in the Pricing Schedule.

8.3.2 Unbundled Voice Loops – SL2 (UVL-SL2) (AT&T-NORTH CAROLINA)

8.3.2.1 Loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a Design Layout Record (DLR) provided to CLEC. SL2 circuits can be provisioned with loop start, ground start or reverse battery signaling. Order Coordination (OC) is provided as a standard feature on SL2 Loops. The OC feature will allow CLEC to coordinate the installation of the Loop with the disconnect of an existing customer's service and/or number portability service. In these cases, AT&T NORTH CAROLINA will perform the order conversion with standard order coordination at its discretion during normal work hours. Order Coordination Time Specific is chargeable and is available pursuant to Appendix Coordinated Hot Cut.

8.3.3 4-Wire Analog Loop

8.3.3.1 A 4-Wire analog loop is a transmission facility that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire Analog Loop provides separate transmit and receive paths.

8.3.4 2-Wire Digital Loop

8.3.4.1 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.

8.3.5 4-Wire Digital/DS0 Loop (AT&T-NORTH CAROLINA)

8.3.5.1 4-wire Unbundled Digital Loop. These are designed 4-wire Loops that may be configured as sixty-four (64)kbps, fifty-six (56)kbps, nineteen (19)kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, OC, and a DLR. Order Coordination Time Specific is chargeable and is available pursuant to Appendix Coordinated Hot Cut.

8.3.6 DS1 Digital Loop

8.3.6.1 A DS1 Digital Loop (DS1) is a transmission facility that will support DS1 service including Primary Rate ISDN (PRI). The DS1 Digital Loop supports usable bandwidth up to 1.544 Mbps.

8.3.6.2 DS1 Lawful UNE Digital Loops will be offered and/or provided only where such Loops have not been Declassified.

8.3.6.3 The procedures set forth in Section 8.4, below will apply in the event DS1 Digital Loops (DS1) are or have been Declassified.

8.3.6.4 DS1 Loop "Caps"

8.3.6.4.1 AT&T-NORTH CAROLINA is not obligated to provide to CLEC more than ten (10) DS1 Lawful UNE loops per requesting carrier to any single building in which DS1 Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Loops once CLEC has already obtained ten DS1 Lawful UNE Loops at the same building. If, notwithstanding this Section, CLEC submits such an order, at AT&T-NORTH CAROLINA's option it may accept the order, but convert any requested DS1 Lawful UNE Loop(s) in excess of the cap to Special Access, and applicable

Special Access charges will apply to CLEC for such DS1 Loop(s) as of the date of provisioning.

8.3.7 DS3 Digital Loop

- 8.3.7.1 The DS3 loop provides a digital, 45 Mbps transmission facility from the AT&T-NORTH CAROLINA Central Office to the End User premises.
- 8.3.7.2 DS3 Lawful UNE loops will be offered and/or provided only where such Loops have not been Declassified.
- 8.3.7.3 The procedures set forth in Section 8.4, below will apply in the event DS3 Digital Loops are or have been Declassified.
- 8.3.7.4 DS3 Loop "Caps"
 - 8.3.7.4.1 AT&T-NORTH CAROLINA is not obligated to provide to CLEC more than one (1) DS3 Lawful UNE loop per requesting carrier to any single building in which DS3 Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Loops once CLEC has already obtained one DS3 Lawful UNE loop to the same building. If, notwithstanding this Section, CLEC submits such an order, at AT&T-NORTH CAROLINA's option it may accept the order, but convert any requested DS3 Lawful UNE Loop(s) in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS3 Loop(s) as of the date of provisioning.

8.3.8 FTTH/FTTC Loops

- 8.3.8.1 Fiber to the Home (FTTH) Loops means 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).
- 8.3.8.2 Fiber to the Curb (FTTC) Loops means 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.
- 8.3.8.3 In new build (i.e., Greenfield) areas, AT&T-NORTH CAROLINA is not required to provide access to any FTTH/FTTC Loops on an unbundled basis when AT&T-NORTH CAROLINA deploys any such loop to a residential unit that previously has not been served by any Loop facility.
- 8.3.8.4 In Overbuild situations where AT&T-NORTH CAROLINA has deployed a FTTH or FTTC Loop parallel to, or in replacement of, an existing copper Loop pursuant to 47 C.F.R. §51.319(a)(3)(iv), AT&T-NORTH CAROLINA is not required to provide access to any FTTH/FTTC Loops on an unbundled basis when AT&T-NORTH CAROLINA has deployed any such Loop parallel to, or in replacement of an existing copper Loop facility, except that:
 - 8.3.8.4.1 AT&T-NORTH CAROLINA will maintain the existing copper Loop connected to the particular End User's premises after deploying the FTTH/FTTC Loop and provide nondiscriminatory access to that copper Loop on an unbundled basis, unless AT&T-NORTH CAROLINA retires the copper Loop pursuant to 47 C.F.R. §51.319(a)(3)(iv).
 - 8.3.8.4.2 When AT&T-NORTH CAROLINA maintains the existing copper Loops pursuant to 47 C.F.R. §51.319(a)(3)(iii)(A), AT&T-NORTH CAROLINA need not incur any expenses to ensure that the existing copper Loop remains capable of transmitting

signals prior to receiving a request for access pursuant to that section, in which case shall restore the copper Loop to serviceable condition upon request.

8.3.8.4.3 AT&T-NORTH CAROLINA may retire copper Loops that have been replaced with FTTH/FTTC facilities using the FCC's network disclosure requirements as set forth in Section 251(c)(5) of the Act and in §§ 51.325 through 51.335 and any applicable state requirement.

8.3.8.4.4 If AT&T-NORTH CAROLINA retires the copper Loop pursuant to this section, shall provide nondiscriminatory access to one 64 kilobits per second transmission path capable of voice grade service over the FTTH or FTTC Loop on an unbundled basis on the same rates and terms applicable under the Agreement to a 2 Wire Analog Loop to the same premises where such a loop is available.

8.4 Declassification Procedure

8.4.1 DS1. Subject to the cap described in Section 8.3.6.4.1, AT&T-NORTH CAROLINA shall provide CLEC with access to a DS1 Lawful UNE Digital Loop, where available, to any building *not* served by a wire center with 60,000 or more business lines and four or more (4) fiber-based collocators. Once a wire center exceeds these thresholds, no future DS1 Digital Loop unbundling will be required in that wire center, or any buildings served by that wire center, and DS1 Digital Loops in that wire center, or any buildings served by that wire center, shall be Declassified and no longer available as Lawful UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 Lawful UNE Digital Loops in such wire center(s), or any buildings served by such wire center(s).

8.4.2 DS3. Subject to the cap described in Section 8.3.7.4.1, AT&T-NORTH CAROLINA shall provide CLEC with access to a DS3 Lawful UNE Digital Loop, where available, to any building *not* served by a wire center with at least 38,000 business lines and at least four (4) fiber-based collocators. Once a wire center exceeds these thresholds, no future DS3 Digital Loop unbundling will be required in that wire center, or any buildings served by that wire center, and DS3 Digital Loops in that wire center, or any buildings served by that wire center, shall be Declassified, and no longer available as Lawful UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 Lawful UNE Digital Loops in such wire center(s), or any buildings served by such wire center(s).

8.4.3 **Effect on Embedded Base**. Upon Declassification of DS1 Digital Loops or DS3 Digital Loops already purchased by CLEC as Lawful UNEs under this Agreement, AT&T-NORTH CAROLINA will provide written notice to CLEC of such Declassification, and proceed in accordance with Section 2.5.

8.4.3.1 Products provided by AT&T-NORTH CAROLINA in conjunction with such Loops (e.g. Cross-Connects) shall also be subject to re-pricing under this Section and Section 2.5 where such Loops are Declassified.

8.4.4 The Parties agree that activity by AT&T-NORTH CAROLINA under this Section 8.4 shall not be subject to the Network Disclosure Rules.

8.5 Routine Network Modifications – Lawful UNE Local Loops

8.5.1 AT&T-NORTH CAROLINA shall make routine network modifications to Lawful UNE Local Loop facilities used by requesting telecommunications carriers where the requested Lawful UNE Local Loop facility has already been constructed. AT&T-NORTH CAROLINA shall perform routine network modifications to Lawful UNE Local Loop facilities in a nondiscriminatory fashion, without regard to whether the Lawful UNE Local Loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

8.5.2 A routine network modification is an activity that AT&T-NORTH CAROLINA regularly undertakes for its own customers. Routine network modifications include rearranging or splicing of existing cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and

attaching electronic and other equipment that the incumbent LEC ordinarily attaches to activate such loops for its own retail customers, under the same conditions and in the same manner that AT&T-NORTH CAROLINA does for its own customers. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable and installing equipment casings. AT&T-NORTH CAROLINA will place drops in the same manner as it does for its own customers.

- 8.5.3 Routine network modifications do not include constructing new Lawful UNE Loops; installing new cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; installing new terminals; removing or reconfiguring packetized transmission facility. AT&T-NORTH CAROLINA is not obligated to perform those activities for a requesting telecommunications carrier.
- 8.5.4 AT&T-NORTH CAROLINA shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to AT&T-NORTH CAROLINA's retail customers.
- 8.5.5 AT&T-NORTH CAROLINA has no obligation to build TDM capability into new packet-based networks or into existing packet-based networks that never had TDM capability.
- 8.5.6 Notwithstanding anything to the contrary herein, AT&T-NORTH CAROLINA's obligations with respect to routine network modifications apply only where the loop transmission facilities are subject to unbundling and do not apply to FTTH loops or FTTC loops.
- 8.5.7 AT&T-NORTH CAROLINA shall provide routine network modifications at the rates, terms and conditions set out in this Appendix, and in the state specific Pricing Schedule. AT&T-NORTH CAROLINA will impose charges for Routine Network Modifications in instances where such charges are not included in any costs already recovered through existing, applicable recurring and nonrecurring charges. The Parties agree that the routine network modifications for which AT&T-NORTH CAROLINA is not recovering costs in existing recurring and nonrecurring charges, and for which costs will be imposed on CLEC on an individual case basis (ICB) for all AT&T-NORTH CAROLINA include, but are not limited to,: (i) adding an equipment case, (ii) adding a doubler or repeater including associated line card(s), (iii) installing a repeater shelf, and any other necessary work and parts associated with a repeater shelf, and (iv) in AT&T-California only, deploying of multiplexing equipment, to the extent such equipment is not present on the loop or transport facility when ordered. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates based upon actual time and materials costs for such routine network modifications or specific rates are otherwise established for such routine network modifications through applicable state commission proceedings.
- 8.6 Special Access services or facilities, except consistently with the other terms and conditions of this Agreement, including but not limited to, Section 2.16 of this Appendix.
- 8.7 xDSL Subloop is as defined in the xDSL and Line Splitting Appendix, if any, and will be available to CLEC in those instances where CLEC has an approved and effective xDSL and Line Splitting Appendix as a part of this Agreement. In addition to the provisions set forth in the xDSL and Line Splitting Appendix, the xDSL Subloop is subject to the subloop terms and conditions set forth in Section 9 below, the collocation provisions set forth elsewhere in this Agreement and the rates set forth in the Pricing Schedule. If there is any conflict between the provisions set forth in the xDSL and Line Splitting Appendix as to the xDSL Subloop and the subloop provisions set forth in Section 9 below, the subloop provisions set forth in Section 9 shall control.
- 8.8 Unbundled Loop (DS1 and below) Service Rearrangements (AT&T-NORTH CAROLINA):
 - 8.8.1 The Unbundled Loop Service Rearrangement processes will allow changes to be made to a working Loop facility assignment within the same End User serving wire center. Service Rearrangements will result in service outages to the customer during the time the Loop is being moved.
 - 8.8.2 Service Rearrangement connecting facility change (CFC) allows CLEC to change its installed loop from one working facility assignment to another facility assignment. CFC includes Connecting

Facility Assignment (CFA) and Cable ID & Pair changes within same collocation arrangement or from collocation to collocation. CFA changes are allowed within same mux or from mux to mux. For a CFC, there can be no change in the class of service of the loop, the loop type cannot change and the End User must remain the same.

- 8.8.3 A Service Rearrangement connecting facility move (CFM) allows CLEC to move the loop facility assignment from a collocation arrangement to a mux or from a mux to a collocation arrangement. CFMs require a change to the loop basic class of service (collocated loop vs. commingled loop). The loop type cannot change and the End User must remain the same.
- 8.8.4 **AT&T NORTH CAROLINA** shall charge the applicable Service Rearrangement change in loop facility rate found in the Pricing Schedule.
- 8.8.5 The Unbundled Loop Service Rearrangement process and requirements will be handled in accordance with the guidelines set forth on the AT&T CLEC Online website.
- 8.8.6 Applicable Loop Service Rearrangement rates can be found in the Pricing Schedule.
- 8.9 EEL to Loop Retermination (**AT&T-NORTH CAROLINA**):
 - 8.9.1 CLEC may utilize the EEL to Loop retermination process to disconnect an EEL circuit and reterminate the Loop portion of the former EEL circuit to a collocation arrangement in the End User's Serving Wire Center (EU SWC). Refer to the AT&T CLEC Online website.
 - 8.9.2 This process is available when the existing Loop portion of the EEL will be re-used and the resulting Loop will be subject to the rates, terms and conditions for that particular Loop as set forth in this Attachment. This process will apply only to EELs that include as a part of its combination a DS1 Loop, UVL-SL2 Loop, 4-Wire UDL Loop (64, 56 kbs) and a 2-Wire ISDN Loop.
 - 8.9.3 **AT&T NORTH CAROLINA** shall charge the applicable EEL to Loop Retermination rates found in Pricing Schedule. CLEC shall also be charged applicable manual service order, collocation cross connect and EEL (including the Transport and Loop portions of the EEL) disconnect charges as set forth in the Pricing Schedule.
 - 8.9.4 The EEL to Loop Retermination process is not available when a dispatch outside the serving wire center where the Loop terminates is required. If an outside dispatch is required, or if the Loop portion of the EEL is not one of the Loop types referenced in Section 8.9.2 above, or if CLEC elects not to utilize the EEL to Loop Retermination process, CLEC must submit an LSR to disconnect the entire EEL circuit, and must submit a separate LSR for the requested standalone Loop. In such cases, CLEC will be charged the EEL disconnect charges and the full nonrecurring rates for installation of a new Loop, as set forth in the Pricing Schedule.
 - 8.9.5 The EEL to Loop retermination process and requirements will be handled in accordance with the guidelines set forth on the AT&T CLEC Online website.
- 8.10 CLEC to CLEC Conversions for Unbundled Loops (**AT&T-NORTH CAROLINA**):
 - 8.10.1 The CLEC to CLEC conversion process for Loops may be used by CLEC when converting an existing Loop from another CLEC for the same End User. The Loop type being converted must be included in CLEC's Agreement before requesting a conversion.
 - 8.10.2 To utilize the CLEC to CLEC conversion process, the Loop being converted must be the same Loop type with no requested changes to the Loop, must serve the same End User location from the same serving wire center, and must not require an outside dispatch to provision.
 - 8.10.3 The Loops converted to CLEC pursuant to the CLEC to CLEC conversion process shall be provisioned in the same manner and with the same functionality and options as described in this Agreement for the specific Loop type.
 - 8.10.4 The Loop Service Rearrangement, change in loop facility rate will apply to CLEC to CLEC Conversions and can be found in the Pricing Schedule.

8.11 Integrated Digital Loop Carrier (IDLC) (AT&T-NORTH CAROLINA):

8.11.1 If a suitable alternative facility is not available pursuant to Section 8.3.1 above, then to the extent it is technically feasible, AT&T NORTH CAROLINA will implement one of the following alternative arrangements for CLEC.

8.11.1.1 If capacity exists, provide "side-door" porting through the switch;

8.11.1.2 If capacity exists, provide "Digital Access Cross-Connect System (DACS) –door" porting (if the IDLC routes through a DACS prior to integration into the switch.

8.11.2 Arrangements .1 and .2 immediately above require the use of a designed circuit. Therefore, non-designed Loops (e.g., SL1 voice grade) may not be ordered in these cases.

8.11.3 If no alternate facility is available, and upon request from CLEC, and if agreed by both Parties, AT&T-NORTH CAROLINA may utilize its Special Construction (SC) process to determine the additional costs required to provision facilities. CLEC will then have the option of paying the one-time SC rates for AT&T NORTH CAROLINA to place the Loop.

8.12 Loop Tagging (AT&T-NORTH CAROLINA):

8.12.1 When an AT&T NORTH CAROLINA technician is required to be dispatched to provision the Loop, AT&T NORTH CAROLINA 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 NORTH CAROLINA will tag the Loop on the next required visit to the customer's location. If CLEC wants to ensure the Loop is tagged during the provisioning process for Loops that may not require a dispatch (e.g., UVL-SL1, UVL-SL2), CLEC may that may request Loop Tagging on the new Loop order. Rates for Loop Tagging are as set forth in the Pricing Schedule.

9. LAWFUL UNE SUBLOOPS

9.1 Subject to the other terms and conditions of this Appendix, AT&T-NORTH CAROLINA shall provide Lawful UNE Subloops under the following terms and conditions in this subsection.

9.2 AT&T-NORTH CAROLINA will provide copper Lawful UNE Subloops as set forth in this Appendix.

9.2.1 A Lawful UNE Subloop is a smaller included segment of AT&T-NORTH CAROLINA's Lawful UNE local loop plant, i.e., a portion of the Lawful UNE Loop from some technically accessible terminal beyond AT&T-NORTH CAROLINA's central office and the network demarcation point, including that portion of the Lawful UNE Loop, if any, which AT&T-NORTH CAROLINA's owns and controls inside the End User premises.

9.3 Definitions Pertaining to the Lawful UNE Subloop

9.3.1 "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.

9.3.2 Intentionally Omitted.

9.3.3 "Demarcation Point" is defined as the point on the loop where AT&T-NORTH CAROLINA'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.

9.3.4 "Digital Lawful UNE Subloop" may be deployed on non-loaded copper cable pairs of either 2 Wire or 4 Wire facilities. Where AT&T-NORTH CAROLINA 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 Lawful UNE 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-NORTH CAROLINA is not required to provide Subloop Dark Fiber on an unbundled basis.

- 9.3.5 "Distribution Cable" is defined as the cable from the SAI/FDI to the terminals from which an End User can be connected to AT&T-NORTH CAROLINA's network.
- 9.3.6 "MTE" for the purpose of Term To NID Lawful UNE Subloop. "MTE" is a Multi Tenant Environment for buildings with exterior or interior mounted terminals.
- 9.3.7 "Network Terminating Wire (NTW)" is the service wire that connects AT&T-NORTH CAROLINA's distribution cable to the NID at the demarcation point.
- 9.3.8 "SAI/FDI-to-Term Lawful UNE Subloop" is that portion of the Lawful UNE Loop from the SAI/FDI to an accessible terminal.
- 9.3.9 "SAI/FDI-to-NID Lawful UNE Subloop" is that portion of the Lawful UNE Loop from the SAI/FDI to the Network Interface Device (NID), which is located on an End User's premise.
- 9.3.10 "SPOI" is defined as a Single Point of Interconnection. At the request of CLEC, and subject to charges, AT&T-NORTH CAROLINA will construct a SPOI only to those multiunit premises where AT&T-NORTH CAROLINA has distribution facilities to the premises and AT&T-NORTH CAROLINA either owns, controls, or leases the inside wire, if any, at such premises. If AT&T-NORTH CAROLINA has no facilities which it owns, controls or leases at a multiunit premises through which it serves, or can serve, End Users at such premises, it is not obligated to construct a SPOI. AT&T-NORTH CAROLINA's obligation to build a SPOI for multiunit premises only arises when CLEC indicates that it will place an order for a Lawful UNE Subloop via a SPOI.
- 9.3.11 "SAI/FDI/cross connect device" is defined as the point in AT&T-NORTH CAROLINA'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.
- 9.3.12 "Term-to-NID Lawful UNE Subloop" is that portion of the Lawful UNE Loop from an accessible terminal to the NID, which is located at an End User's premise. Term-to-NID Lawful UNE Subloop includes use of the Network Terminating Wire (NTW).
- 9.3.13 "2 Wire or 4 Wire (Unbundled Subloop Distribution – Voice Grade (USLD-VG))" in AT&T-NORTH CAROLINA is a copper facility from the cross-box in the field up to and including the point of demarcation at the customer's premises and may have load coils.
- 9.3.14 "INC" (for purpose of Unbundled Subloop Intrabuilding Network Cable (USL-INC) offering) is a distribution facility owned or controlled by AT&T-NORTH CAROLINA inside a building or between buildings on the same property that is not separated by a public street or road. INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation at the customer's premises.
- 9.3.15 "MDU" (for the purpose of Term to NID Lawful UNE Subloop) is a Multi-Dwelling Unit for buildings with exterior or interior mounted terminals.
- 9.4 AT&T-NORTH CAROLINA will offer the following Lawful UNE Subloop types:
- 9.4.1 2-Wire Analog Lawful UNE Subloop 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).
- 9.4.2 4-Wire Analog Lawful UNE 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).
- 9.4.3 Lawful UNE xDSL Subloop is as defined in the xDSL and Line Splitting Appendix and will be available to CLEC in the AT&T-NORTH CAROLINA states in those instances where CLEC has an approved and effective xDSL and Line Splitting Appendix as a part of this Agreement. In addition to the provisions set forth in the xDSL and Line Splitting Appendix, the Lawful UNE xDSL Subloop is subject to the Lawful UNE subloop terms and conditions set forth in this Appendix, the collocation provisions set forth elsewhere in this Agreement and the rates set forth in the Pricing Schedule. If

there is any conflict between the provisions set forth in the xDSL and Line Splitting Appendix as to the Lawful UNE xDSL Subloop and the Lawful UNE Subloop provisions set forth in this Appendix, the Lawful UNE Subloop provisions set forth in this Appendix shall control.

- 9.4.4 As no other type of Subloop constitutes a Lawful UNE Subloop, AT&T-NORTH CAROLINA is not obligated under this Section 251/252 Agreement to provide any other type of subloop. CLEC shall not request such subloops under this Agreement, whether alone, in combination or Commingled. Accordingly, if CLEC requests and AT&T-NORTH CAROLINA provides a subloop(s) that is not described or provided for in this Agreement, AT&T-NORTH CAROLINA may, at any time, even after the subloop(s) has been provided to CLEC, discontinue providing such subloop(s) (including any combination(s) including that subloop) upon 30 days' advance written notice to 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-NORTH CAROLINA to refuse to provide, including if AT&T-NORTH CAROLINA provides or continues to provide, access to such subloop(s) (whether on a stand-alone basis, in combination with UNEs (Lawful or otherwise), with a network element possessed by 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.
- 9.5 Intentionally Left Blank.
- 9.6 Lawful UNE Subloops are provided "as is" unless CLEC requests loop conditioning on Lawful UNE xDSL Subloops for the purpose of offering advanced services. Lawful UNE xDSL Subloop conditioning will be provided at the rates, terms, and conditions set out in the state specific Appendix Pricing.
- 9.6.1 Access to UNE Subloop procedures are provided on the AT&T CLEC Online website.
- 9.7 CLEC's request for USL-INC will be handled in accordance with the guidelines set forth on the AT&T CLEC Online website.
- 9.8 Intentionally Omitted.
- 9.8.1 Intentionally Omitted.
- 9.9 Intentionally Omitted.
- 9.10 Provisioning
- 9.10.1 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific Lawful UNE Subloop circuit(s).
- 9.10.2 Spare Lawful UNE Subloop(s) will be assigned to CLEC only when an LSR/ASR is processed. LSR/ASRs will be processed on a "first come first served" basis.
- 9.11 Maintenance
- 9.11.1 The Parties acknowledge that by separating switching, and distribution plant, the ability to perform mechanized testing and monitoring of the Lawful UNE Subloop from the AT&T-NORTH CAROLINA switch/testing equipment will be lost.
- 9.11.2 CLEC shall isolate trouble to the AT&T-NORTH CAROLINA Lawful UNE Subloop portion of the CLEC's service before reporting trouble to AT&T-NORTH CAROLINA.
- 9.11.3 AT&T-NORTH CAROLINA shall charge CLEC a Maintenance of Service Charge (MSC) when CLEC dispatches AT&T-NORTH CAROLINA on a trouble report and the fault is determined to be in the CLEC's portion of the loop. Such charges may be found in the individual state Pricing Schedule or tariffs.
- 9.11.4 Once all Lawful UNE Subloop access arrangements have been completed and balance of payment due AT&T-NORTH CAROLINA is received, CLEC may place a LSR for Subloops at this location. Prices at which AT&T-NORTH CAROLINA agrees to provide CLEC with Lawful UNE Subloops are contained in the state specific Subloop Pricing Schedule.

9.11.5 In the event of Catastrophic Damage to the RT, SAI/FDI, Terminal, SPOI, or NID where CLEC has a SAA, AT&T-NORTH CAROLINA repair forces will restore service in a non-discriminatory manner which will allow the greatest number of all End Users to be restored in the least amount of time. Should the CLEC cabling require replacement, AT&T-NORTH CAROLINA will provide prompt notification to CLEC for CLEC to provide the replacement cable to be terminated as necessary.

9.12 Lawful UNE Subloop Access Arrangements

9.12.1 Prior to ordering Lawful UNE Subloop facilities, CLEC will establish Collocation using the Collocation process as set forth in the Collocation Appendix, or will establish a Lawful UNE Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the AT&T-NORTH CAROLINA Lawful UNE Subloop network.

9.12.2 The space available for collocating or obtaining various Lawful UNE Subloop Access Arrangements will vary depending on the existing plant at a particular location. CLEC will initiate an SCA by submitting a Lawful UNE Subloop Access Arrangement Application.

9.12.3 Upon receipt of a complete and correct application, AT&T-NORTH CAROLINA will provide to 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 CLEC submits a request to provide a written estimate for Lawful UNE Subloop access, appropriate rates for the engineering and other associated costs performed will be charged.

9.12.4 The assignment of Lawful 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 Lawful UNE Subloop facilities.

9.12.5 Subloop inquiries do not serve to reserve Lawful UNE Subloops.

9.12.6 Several options exist for Collocation or Lawful UNE 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.

9.12.7 CLEC will be responsible for obtaining rights of way from owners of property where AT&T-NORTH CAROLINA has placed the equipment necessary for the SAA prior to submitting the request for SCA.

9.12.8 Prior to submitting the Lawful UNE Subloop Access Arrangement Application for SCA, CLEC should have the "Collocation" and "Poles, Conduit, and Row" appendices in the Agreement to provide the guidelines for both CLEC and AT&T-NORTH CAROLINA to successfully implement Lawful UNE Subloops, should collocation, access to poles/conduits or rights of way be required.

9.12.9 Except as set forth below in this 9.12.9, construction of the Lawful UNE Subloop Access Arrangement shall be completed within 90 days of CLEC submitting to AT&T-NORTH CAROLINA 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-NORTH CAROLINA will not begin any construction under the SCA until CLEC has provided proof that it has obtained necessary rights of way as defined in Section 9.12.7. In the event CLEC disputes the estimate for an SAA in accordance with the dispute resolution procedures set forth in this Agreement, AT&T-NORTH CAROLINA will proceed with construction of the SAA upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by 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.

9.12.10 Upon completion of the construction activity, CLEC will be allowed to test the installation with an AT&T-NORTH CAROLINA technician. If CLEC desires test access to the SAA, CLEC should place its own test point in its cable prior to cable entry into AT&T-NORTH CAROLINA's interconnection point.

- 9.12.11 A non-binding CLEC forecast shall be required as a part of the request for SAA. This will allow AT&T-NORTH CAROLINA to properly engineer access to each SAI and to ensure AT&T-NORTH CAROLINA does not provide more available terminations than CLEC expects to use.
- 9.12.12 In order to maximize the availability of terminations for all CLECs, CLEC shall provide CFA for its Lawful UNE Subloop pairs utilizing the same 25-pair binder group. CLEC would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.
- 9.12.13 Unused 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 CLEC's expense.
- 9.12.14 In the event CLEC elects to discontinue use of an existing SAA, or abandons such arrangement, CLEC shall pay AT&T-NORTH CAROLINA for removal of their facilities from the SAA.
- 9.13 Lawful UNE Subloop Access Arrangement (SAA) Access Points
- 9.13.1 SAI/FDI, ECS, SPOI, or Terminal
- 9.13.1.1 CLEC cable to be terminated in a AT&T-NORTH CAROLINA 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. CLEC's Aerial cables should be aircore.
- 9.13.1.2 CLEC may elect to place its cable to within three (3) feet of the SAA site and coil up an amount of cable, defined by the engineer in the design phase, that AT&T-NORTH CAROLINA will terminate on available binding posts in the SAI/FDI or Terminal.
- 9.13.1.3 CLEC may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and AT&T-NORTH CAROLINA will stub out a cable from the SAI/FDI or Terminal, which AT&T-NORTH CAROLINA will splice to the CLEC cable at the meet point.
- 9.13.1.4 Intentionally Omitted.
- 9.14 Relocation of Existing ILEC/CLEC Facilities Involved in a SAA at a RT/ECS, SAI/FDI, SPOI, Terminal or NID
- 9.14.1 AT&T-NORTH CAROLINA shall notify CLEC of pending relocation as soon as AT&T-NORTH CAROLINA receives such notice.
- 9.14.2 CLEC shall notify AT&T-NORTH CAROLINA of its intentions to remain, or not, in the SAA by way of a new Lawful UNE Subloop Access Arrangement Application for a new SCA.
- 9.14.3 AT&T-NORTH CAROLINA shall then provide CLEC an estimate to terminate its facilities as part of the relocation of the site including the applicable SAA. This process may require a site visit with the CLEC and AT&T-NORTH CAROLINA engineers.
- 9.14.4 CLEC shall notify AT&T-NORTH CAROLINA of acceptance or rejection of the new SCA within ten (10) Business Days of its receipt of AT&T-NORTH CAROLINA's estimate.
- 9.14.5 Upon acceptance of the AT&T-NORTH CAROLINA estimate, CLEC shall pay at least 50% of the relocation costs at the same time as it notifies AT&T-NORTH CAROLINA of its acceptance of estimate costs.
- 9.14.6 Should CLEC decide not to continue the SAA, CLEC will notify AT&T-NORTH CAROLINA as to the date that AT&T-NORTH CAROLINA may remove CLEC's facilities from that SAA. CLEC will pay AT&T-NORTH CAROLINA for all costs associated with the removal of CLEC's SAA.
- 9.14.7 In the event that CLEC does not respond to AT&T-NORTH CAROLINA in time to have its facilities relocated, AT&T-NORTH CAROLINA shall move CLEC's facilities and submit a bill for payment to CLEC for the costs associated with the relocation. Should CLEC elect not to pay this bill, then CLEC's facilities will be removed from the site upon 30 days notice to CLEC.

9.15 Establishment of Intermediary Box for CLEC Access to Term to NID MTE Lawful UNE Subloop Segment

9.15.1 As an alternative to the establishment of a Lawful UNE Subloop Access Arrangement in those instances where CLEC wishes to access/lease AT&T-NORTH CAROLINA Term to NID Lawful UNE Subloop segments in order to serve its End Users at MTEs in AT&T-NORTH CAROLINA ("Term to NID MTE Lawful UNE Subloop Segments"), CLEC may place, own and manage, for its own use, an intermediary box, which would provide CLEC with access to a Term to NID MTE Lawful UNE Subloop Segment cross-connect leased from AT&T-NORTH CAROLINA within the intermediary box (in order to obtain access to AT&T-NORTH CAROLINA Term to NID MTE Lawful UNE Subloop Segments). In the event CLEC wishes to access AT&T-NORTH CAROLINA Term to NID MTE Lawful UNE Subloop Segments via the establishment of an intermediary box, the following rates, terms and conditions shall apply (rates are found in the Subloop Pricing Schedule):

9.15.1.1 CLEC would manage the process for placing its own intermediary box, including, without limitation, coordination with the property owner and/or management. 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 no more than two feet from the AT&T terminal.

9.15.1.2 The intermediary box shall contain blocks that meet AT&T-NORTH CAROLINA's published industry standards for the placement of services and facilities and should be labeled with CLEC's ACNA to enable the AT&T-NORTH CAROLINA technician the ability to run jumper/cross connect from AT&T-NORTH CAROLINA terminal to the intermediary box.

9.15.1.3 CLEC agrees that the AT&T-NORTH CAROLINA technician shall run the jumper/cross-connect from AT&T-NORTH CAROLINA's serving terminal to CLEC's intermediary box, in order for CLEC to access AT&T-NORTH CAROLINA Term to NID MTE Lawful UNE Subloop Segments in AT&T-NORTH CAROLINA. For security and safety, AT&T will incase the cross connect in conduit, a protective covered common path, between the AT&T terminal and the CLEC's intermediary box.

9.15.1.4 CLEC must have in place Connecting Facility Arrangement (CFA) assignments prior to ordering and assigning specific Term to NID MTE Lawful UNE Subloop Segments from AT&T-NORTH CAROLINA.

9.15.1.5 Following CLEC's provisioning, placement, and completion of Connecting Facility Arrangement Assignments ("CFA") data submission to AT&T-NORTH CAROLINA associated with the intermediary box, CLEC would place orders and schedule activities related to access to the Term to NID MTE Lawful UNE Subloop Segment including, without limitation: transferring the End User's service from AT&T-NORTH CAROLINA to CLEC, providing AT&T-NORTH CAROLINA with CFA prior to ordering and the assigning of a specific Term to NID MTE Lawful UNE Subloop Segment(s).

9.15.1.6 The ordering procedures for the Term to NID MTE Lawful UNE Subloop Segment will be the same as those that apply to Lawful UNE Subloop today and shall be submitted to AT&T-NORTH CAROLINA by CLEC via a Local Service Request ("LSR").

9.15.1.7 AT&T-NORTH CAROLINA will upon receipt of the LSR from CLEC for a Term to NID MTE Lawful UNE Subloop Segment, process the order and place the jumper/cross connect to the CFA provided by the CLEC on the LSR, from the AT&T-NORTH CAROLINA terminal to the CLEC intermediary box. AT&T-NORTH CAROLINA must have access to the intermediary box for completion of the order.

9.15.2 In connection with the MTE intermediary box for CLEC access to Term to NID MTE Lawful UNE Subloop Segments in AT&T-NORTH CAROLINA only, CLEC may elect to lease from AT&T-NORTH CAROLINA Term to NID MTE Lawful UNE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in

Appendix Pricing for the "Term to NID MTE Lawful UNE Subloop Segment." In the event CLEC wishes to lease the Term to NID MTE Lawful UNE Subloop Segment from AT&T-NORTH CAROLINA in lieu of AT&T-NORTH CAROLINA's standard Term to NID Lawful UNE Subloop segment addressed in this 9.15.2, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE Lawful UNE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE Lawful UNE Subloop Segment.

9.16 Establishment of Term to NID MTE Lawful UNE Subloop Segment When No Intermediary Box is Installed

- 9.16.1 In those instances where CLEC elects not to install an intermediary box or to have AT&T-NORTH CAROLINA install an intermediary box pursuant to the SAA process outlined herein above, the CLEC may still lease from AT&T-NORTH CAROLINA Term to NID MTE Lawful UNE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in Appendix Pricing for the "Term to NID MTE Lawful UNE Subloop Segment". In the event CLEC wishes to lease the Term to NID MTE Lawful UNE Subloop Segment from AT&T-NORTH CAROLINA in lieu of AT&T-NORTH CAROLINA's standard Term to NID Lawful UNE Subloop segment addressed in Section 9.15.2 above, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE Lawful UNE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE Lawful UNE Subloop Segment. In such cases, AT&T-NORTH CAROLINA will provide CLEC with access to the Term To NID MTE Lawful UNE Subloop via a cross connect. The AT&T-NORTH CAROLINA technician will tag appropriately and will leave up to two feet of exposed wire at AT&T-NORTH CAROLINA's terminal. The cross connect would then be terminated by the CLEC technician in the CLEC terminal, at a time of CLEC's own choosing. For security and safety, AT&T-NORTH CAROLINA will incase the cross connect in conduit, a protective covered common path, between the AT&T-NORTH CAROLINA terminal and the CLEC's terminal.
- 9.16.2 If CLEC elects this option to obtain access to the Term To NID Lawful UNE Subloop in an MTE Environment, neither the AT&T-NORTH CAROLINA SAA process nor the intermediary box option would be required. Because CLEC would have full responsibility for terminating the AT&T-NORTH CAROLINA cross- connect, AT&T-NORTH CAROLINA could not require any CFA information from CLEC.

10. **ENGINEERING CONTROLLED SPLICE (ECS)**

- 10.1 Subject to the other terms and conditions of this Appendix, AT&T-NORTH CAROLINA shall provide to CLEC Engineering Controlled Splice under the following terms and conditions in this subsection.
- 10.2 AT&T-NORTH CAROLINA will also make available an Engineering Controlled Splice (ECS), which will be owned by AT&T-NORTH CAROLINA, for CLECs to gain access to Lawful UNE Subloops at or near remote terminals.
- 10.3 The ECS shall be made available for Lawful UNE Subloop Access Arrangements (SAA) utilizing the Special Construction Arrangement (SCA).
- 10.3.1 CLEC requesting such a SCA shall pay all of the actual construction, labor, materials and related provisioning costs incurred to fulfill its SCA on a Time and Materials basis, provided that AT&T-NORTH CAROLINA will construct any Lawful UNE Subloop Access Arrangement requested by a Telecommunications Carrier in a cost-effective and efficient manner. If AT&T-NORTH CAROLINA elects to incur additional costs for its own operating efficiencies and that are not necessary to satisfy an SCA in a cost-effective and efficient manner, CLEC will not be liable for such extra costs.
- 10.3.2 CLEC shall be liable only for costs associated with cable pairs that it orders to be presented at an engineering controlled splice (regardless of whether the requesting carrier actually utilizes all such pairs), even if AT&T-NORTH CAROLINA places more pairs at the splice.

- 10.3.3 Although AT&T-NORTH CAROLINA will construct the engineering controlled splice, the ECS may be owned by AT&T-NORTH CAROLINA or the CLEC (depending on the specific arrangement) at the option of AT&T-NORTH CAROLINA.
- 10.3.4 If more than one requesting Telecommunications Carrier obtains space in expanded remote terminals or adjacent structures and obtains an SAA with the new copper interface point at the ECS, the initial Telecommunications Carrier which incurred the costs of construction of the engineering controlled splice and/or additional copper/fiber shall be reimbursed those costs in equal proportion to the space or lines used by the requesting carriers.
- 10.3.5 AT&T-NORTH CAROLINA may require a separate SCA for each remote terminal site.
- 10.3.6 Written acceptance and at least 50% of payment for the SCA must be submitted at least 90 days before access to the copper Lawful UNE Subloop is to be provisioned by AT&T-NORTH CAROLINA. If an augment of cabling is required between the ECS and the SAI, the interval for completion of the SCA will be determined on an individual case basis. AT&T-NORTH CAROLINA will not begin any construction of the ECS until CLEC has provided proof that it has obtained the necessary rights of way as defined in Section 9.12.7. In the event CLEC disputes the estimate for the ECS in accordance with the dispute resolution procedures set forth in this Agreement, AT&T-NORTH CAROLINA will proceed with construction of the ECS upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC upon completion of the ECS. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.
- 10.4 CLECs will have two (2) options for implementing the ECS: a "Dedicated Facility Option" (DFO) and a "Cross-connected Facility Option" (CFO).
- 10.4.1 Dedicated Facility Option (DFO)
- 10.4.1.1 CLEC may request AT&T-NORTH CAROLINA splice the existing cabling between the ECS and the SAI to the CLEC's SAA facility. This facility will be "dedicated" to CLEC for subsequent Lawful UNE Subloop orders.
- 10.4.1.2 CLEC must designate the quantity of Lawful UNE Subloops it desires to access via this spliced, dedicated facility, specified by subtending SAI.
- 10.4.1.3 CLEC will compensate AT&T-NORTH CAROLINA for each of the dedicated Lawful UNE Subloop facilities, based on recurring Lawful UNE Subloop charges, for the quantity of Lawful UNE Subloops dedicated to CLEC between the ECS and the SAI.
- 10.4.2 Cross-connected Facility Option (CFO)
- 10.4.2.1 CLEC may request AT&T-NORTH CAROLINA build an ECS cross-connect junction on which to terminate CLEC's SAA facility.
- 10.4.2.2 The SCA associated with this option will include the charges associated with constructing the cross-connect device, including the termination of AT&T-NORTH CAROLINA cabling between the ECS and the RT and/or SAI, and the inventorying of that AT&T-NORTH CAROLINA cabling.
- 10.4.2.3 CLEC must designate the quantity of Lawful UNE Subloops it desires to access via this cross-connectable, dedicated facility, specified by subtending SAI.
- 10.4.2.4 CLECs will compensate AT&T-NORTH CAROLINA for the charges incurred by AT&T-NORTH CAROLINA derived from CLEC's request for the SCA.

10.5 The introduction of an ECS creates the following additional copper Lawful UNE Subloop segments:

<u>FROM:</u>	<u>TO:</u>
1. ECS	Serving Area Interface or Feeder Distribution Interface
2. ECS	Terminal
3. ECS	NID

11. RESERVED FOR FUTURE USE

12. RESERVED FOR FUTURE USE

13. LAWFUL UNE DEDICATED TRANSPORT

13.1 Subject to Section 2 of this Appendix Lawful UNEs, AT&T-NORTH CAROLINA shall provide Lawful UNE DS1/DS3 Dedicated Transport under the following terms and conditions in this subsection. In addition, in North Carolina Lawful UNE Dedicated Transport shall include voice grade and DS0 interoffice transmission facilities at the following speeds: 2-wire Voice Grade (VG), 4-wire VG, 4-wire 56kbps, and 4-wire 64 kbps.

13.2 For purposes of this Agreement, the following definitions apply:

13.2.1 "Dedicated Transport" is defined as AT&T-NORTH CAROLINA interoffice transmission facilities between wire centers or switches owned by AT&T-NORTH CAROLINA, or between wire centers or switches owned by AT&T-NORTH CAROLINA and switches owned by requesting telecommunications carriers, dedicated to a particular customer or carrier.

13.2.1.1 AT&T-NORTH CAROLINA is not obligated to provide CLEC with unbundled access to Dedicated Transport that does not connect a pair of AT&T-NORTH CAROLINA wire centers.

13.2.2 A "route" is defined as a transmission path between one of AT&T-NORTH CAROLINA's wire centers or switches and another of AT&T-NORTH CAROLINA's wire centers or switches. A route between two points (e.g., wire center of switch "A" and wire center or switch "Z") may pass through one or more intermediate wire centers or switches (e.g. wire center or switch "X"). Transmission paths between identical end points (e.g., wire center or switch "A" and wire center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate wire centers or switches, if any.

13.3 AT&T-NORTH CAROLINA will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Lawful UNE DS1/DS3 Dedicated Transport.

13.3.1 Subject to the caps set forth in Sections 13.3.5 and 13.3.6, Lawful UNE DS1/DS3 Dedicated Transport will be provided only where such facilities exist at the time of CLEC request, and only over routes that are not or have not been Declassified.

13.3.2 Intentionally Omitted.

13.3.3 AT&T-NORTH CAROLINA will provide Lawful UNE DS1 and DS3 Transport to a requesting CLEC only at the following speeds: DS1 (1.544 Mbps) and DS3 (44.736 Mbps).

13.3.4 Lawful UNE DS1 and DS3 Transport includes, as follows:

13.3.4.1 Multiplexing – an option ordered in conjunction with Lawful UNE DS1 or DS3 Dedicated Transport which converts a circuit from higher to lower bandwidth, or from digital to voice grade. Multiplexing is only available when ordered at the same time as Lawful UNE DS1 or DS3 Dedicated Transport.

13.3.4.2 Other Optional features are outlined in the Pricing Schedule.

13.3.5 DS3 Transport "Caps"

13.3.5.1 AT&T-NORTH CAROLINA is not obligated to provide to CLEC more than twelve(12) DS3 Lawful UNE Dedicated Transport circuits on each route on which DS3 Dedicated

Transport has not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Dedicated Transport once CLEC has already obtained twelve DS3 Lawful UNE Dedicated Transport circuits on the same route. If, notwithstanding this Section, CLEC submits such an order, at AT&T-NORTH CAROLINA's option it may accept the order, but convert any requested DS3 Lawful UNE Dedicated Transport in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS3 Dedicated Transport circuits as of the date of provisioning.

13.3.6 DS1 Transport "Caps"

13.3.6.1 AT&T-NORTH CAROLINA is not obligated to provide to CLEC more than ten (10) DS1 Lawful UNE Dedicated Transport circuits on each route on which DS1 Dedicated Transport has not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Dedicated Transport once CLEC has already obtained ten DS1 Lawful UNE Dedicated Transport circuits on the same route. If, notwithstanding this Section, CLEC submits such an order, at AT&T-NORTH CAROLINA's option it may accept the order, but convert any requested DS1 Lawful UNE Dedicated Transport in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS1 Dedicated Transport circuits as of the date of provisioning

13.4 Diversity

13.4.1 When requested by CLEC, and subject to all applicable terms, conditions, and applicable charges, and only where such interoffice facilities exist at the time of CLEC request, Physical diversity shall be provided for Lawful UNE Dedicated Transport. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

13.4.2 AT&T-NORTH CAROLINA shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by the CLEC shall be subject to additional charges. When additional costs are incurred by AT&T-NORTH CAROLINA for CLEC specific diversity, AT&T-NORTH CAROLINA will advise CLEC of the applicable additional charges. AT&T-NORTH CAROLINA will not process the request for diversity until CLEC accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until CLEC accepts the additional charges.

13.5 Declassification Procedure

13.5.1 Wire Center "Tiers" -- For purposes of this Section 13.5 (and Section 14 related to Dark Fiber), wire centers are classified into three "tiers," as follows:

(i) Tier 1 Wire Centers are those ILEC wire centers that contain at least four fiber-based collocators, at least 38,000 business lines, or both. Tier 1 Wire Centers also are those ILEC tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLECs. Once a wire center is determined to be a Tier 1 Wire Center, that wire center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.

(ii) Tier 2 Wire Centers are those ILEC wire centers that are not Tier 1 Wire Centers, but contain at least 3 fiber-based collocators, at least 24,000 business lines, or both. Once a wire center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.

(iii) Tier 3 Wire Centers are those ILEC wire centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.

13.5.2 DS1 Transport Declassification

13.5.2.1 Subject to the cap described in Section 13.3.6, AT&T-NORTH CAROLINA shall provide CLEC with access to Lawful UNE DS1 Dedicated Transport on routes, except routes where both wire centers defining the route are Tier 1 Wire Centers. As such AT&T-NORTH CAROLINA must provide Lawful UNE DS1 Dedicated Transport under this Agreement only if a wire center at either end of a requested route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire Center. DS1 Dedicated Transport circuits on routes between Tier 1 Wire Centers are Declassified and no longer available as Lawful UNES under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 Lawful UNE Dedicated Transport on such route(s).

13.5.3 DS3 Transport Declassification

13.5.3.1 Subject to the cap described in Section 13.3.5, AT&T-NORTH CAROLINA shall provide CLEC with access to Lawful UNE DS3 Dedicated Transport, except on routes where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers. As such AT&T-NORTH CAROLINA must provide Lawful UNE DS3 Dedicated Transport under this Agreement only if a wire center on either end of the requested route is a Tier 3 Wire Center. If both wire centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then DS3 Dedicated Transport circuits on such routes are Declassified and no longer available as Lawful UNES under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 Lawful UNE Dedicated Transport on such route(s).

13.5.4 **Effect on Embedded Base.** Upon Declassification of DS1 Dedicated Transport or DS3 Dedicated Transport already purchased by CLEC as Lawful UNES under this Agreement, AT&T-NORTH CAROLINA will provide written notice to CLEC of such Declassification, and proceed in accordance with Section 2.5.

13.5.5 Products provided by AT&T-NORTH CAROLINA in conjunction with Lawful UNE DS1 or DS3 Dedicated Transport (e.g., Cross-Connects) shall also be subject to re-pricing under this Section and Section 2.5 where such Transport is Declassified.

13.6 The Parties agree that activity by AT&T-NORTH CAROLINA under this Section 13.5 shall not be subject to the Network Disclosure Rules.

13.7 Routine Network Modifications – Lawful UNE Dedicated Transport

13.7.1 AT&T-NORTH CAROLINA shall make routine network modifications to Lawful UNE Dedicated Transport facilities used by requesting telecommunications carriers where the requested Lawful UNE Dedicated Transport facilities have already been constructed. AT&T-NORTH CAROLINA shall perform routine network modifications to Lawful UNE Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the Lawful UNE Dedicated Transport facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

13.7.2 A routine network modification is an activity that AT&T-NORTH CAROLINA regularly undertakes for its own customers. Routine network modifications include rearranging or splicing of cable and deploying a multiplexer or reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable. Routine network modifications do not include the installation of new aerial or buried cable for a requesting telecommunications carrier, and AT&T-NORTH CAROLINA is not obligated to perform those activities for a requesting telecommunications carrier.

13.7.3 Routine network modifications do not include constructing new Lawful UNE Dedicated Transport; installing new cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; or installing new terminals. AT&T-NORTH CAROLINA is not obligated to perform those activities for a requesting telecommunications carrier.

- 13.7.4 AT&T-NORTH CAROLINA shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to AT&T-NORTH CAROLINA's retail customers.
- 13.7.5 Notwithstanding anything to the contrary herein, AT&T-NORTH CAROLINA's obligations with respect to routine network modifications apply only where the dedicated transport transmission facilities are subject to unbundling.
- 13.7.6 AT&T-NORTH CAROLINA shall provide routine network modifications at the rates, terms and conditions set out in this Appendix, and in the state specific Appendix Pricing. AT&T-NORTH CAROLINA will impose charges for Routine Network Modifications in instances where such charges are not included in any costs already recovered through existing, applicable recurring and non-recurring charges. The Parties agree that the routine network modifications for which AT&T-NORTH CAROLINA is not recovering costs in existing recurring and non-recurring charges, and for which costs will be imposed on CLEC on an ICB for all AT&T-NORTH CAROLINA include, but are not limited to splicing. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates based upon actual time and materials costs for such routine network modifications through applicable state commission proceedings.
- 13.8 Rearrangements for Dedicated Transport (AT&T-NORTH CAROLINA)
- 13.8.1 A request to move a working CLEC Dedicated Transport circuit or a Combination including Dedicated Transport from one connecting facility assignment (CFA) to another CFA in the same AT&T NORTH CAROLINA Central Office (Change in CFA), shall not constitute the establishment of new service. The applicable Rearrangement rates for the Change in CFA are set forth in the Pricing Schedule.
- 13.8.2 A request to reterminate one end of a Dedicated Transport facility that is not a Change in CFA and thus results in retermination in a different AT&T NORTH CAROLINA Central Office (Retermination) shall constitute disconnection of existing service and the establishment of new service. Disconnect charges and full nonrecurring charges for establishment of service, as set forth in the Pricing Schedule.
- 13.8.3 Upon request of CLEC, AT&T NORTH CAROLINA shall project manage the Change in CFA or Retermination of Dedicated Transport and Combinations that include Dedicated Transport and CLEC may request OC-TS for such orders.
- 13.8.4 AT&T NORTH CAROLINA shall accept a LOA between CLEC and another carrier that will allow CLEC, in connection with a Change in CFA or Retermination, to connect Dedicated Transport or a Combination that includes Dedicated Transport, via a CFA, to the other carrier's collocation space or to another carrier's Multiplexer.

14. DARK FIBER DEDICATED TRANSPORT

- 14.1 Subject to Section 2 of this Appendix Lawful UNEs, AT&T-NORTH CAROLINA shall provide Lawful UNE Dedicated Transport Dark Fiber under the following terms and conditions in this subsection. AT&T-NORTH CAROLINA is not required to provide Loop and/or Subloop Dark Fiber on an unbundled basis.
- 14.2 In AT&T-NORTH CAROLINA, Dedicated Transport Dark Fiber is deployed, unlit optical fiber within AT&T-NORTH CAROLINA's network. Dedicated Transport Dark Fiber consists of unactivated optical interoffice transmission facilities.
- 14.3 Lawful UNE Dedicated Transport Dark Fiber
- 14.3.1 At dedicated transport dark fiber segments in routes that have not been Declassified, AT&T-NORTH CAROLINA will provide a Lawful UNE Dedicated Transport Dark Fiber segment that is considered "spare" as defined in Sections 14.6 and 14.7 below. Lawful UNE Dedicated Transport Dark Fiber is defined as AT&T-NORTH CAROLINA dark fiber interoffice transmission facilities dedicated to a particular CLEC that are within AT&T-NORTH CAROLINA's network, connecting

AT&T-NORTH CAROLINA switches or wire centers within a LATA. AT&T-NORTH CAROLINA is not obligated to provide CLEC with unbundled access to Dedicated Transport that does not connect a pair of AT&T-NORTH CAROLINA wire centers. AT&T-NORTH CAROLINA will offer Lawful UNE Dedicated Transport Dark Fiber to CLEC when CLEC has collocation space in each AT&T-NORTH CAROLINA Central Office where the requested Lawful UNE Dedicated Transport Dark Fiber(s) terminate.

14.4 A "route" is defined as a transmission path between one of AT&T-NORTH CAROLINA's wire centers or switches and another of AT&T-NORTH CAROLINA's wire centers or switches. A route between two points (e.g., wire center of switch "A" and wire center or switch "Z") may pass through one or more intermediate wire centers or switches (e.g. wire center or switch "X"). Transmission paths between identical end points (e.g., wire center or switch "A" and wire center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate wire centers or switches, if any.

14.5 Spare Fiber Inventory Availability and Condition

14.5.1 All available spare Lawful UNE Dedicated Transport Dark Fiber will be provided as is. No conditioning will be offered. Spare dedicated transport dark fiber is fiber that can be spliced in all segments, point to point but not assigned, and spare dedicated transport dark fiber does not include maintenance spares, fibers set aside and documented for AT&T-NORTH CAROLINA's forecasted growth, defective fibers, or fibers subscribed to by other Telecommunications Carriers. CLEC will not obtain any more than 25% of the spare Lawful UNE Dedicated Transport Dark Fiber contained in the requested segment during any two-year period.

14.6 Determining Spare Fibers

14.6.1 AT&T-NORTH CAROLINA will inventory dedicated transport dark fiber. Spare dedicated transport dark fiber does not include the following:

14.6.1.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working fiber. Spare maintenance fibers are assigned as follows:

14.6.1.1.1 Cables with 24 fibers and less: two maintenance spare fibers

14.6.1.1.2 Cables with 36 and 48 fibers: four maintenance spare fibers

14.6.1.1.3 Cables with 72 and 96 fibers: eight maintenance spare fibers

14.6.1.1.4 Cables with 144 fibers: twelve maintenance spare fibers

14.6.1.1.5 Cables with 216 fibers: 18 maintenance spares

14.6.1.1.6 Cables with 288 fibers: 24 maintenance spares

14.6.1.1.7 Cables with 432 fibers: 36 maintenance spares

14.6.1.1.8 Cables with 864 fibers: 72 maintenance spares

14.6.1.2 Defective fibers. Defective fibers, if any, will be deducted from the total number of spare dedicated transport dark fiber that would otherwise be available.

14.6.1.3 AT&T-NORTH CAROLINA growth fibers. Fibers documented as reserved by AT&T-NORTH CAROLINA for utilization for growth within the 12 month-period following the carrier's request.

14.6.2 The appropriate AT&T-NORTH CAROLINA engineering organization will maintain records on each fiber optic cable for which CLECs request Lawful UNE Dedicated Transport Dark Fiber.

14.7 Quantities and Time Frames for Ordering Lawful UNE Dedicated Transport Dark Fiber

14.7.1 The minimum number of Lawful UNE Dedicated Transport Dark Fiber strands that CLEC can order is one, and such strands must be ordered on a strand-by-strand basis. The maximum number of such strands that CLEC can order is no greater than 25% of the spare dedicated transport dark fiber in the segment requested. Should spare dedicated transport dark fiber fall below 8 strands in a given location, AT&T-NORTH CAROLINA will provide no more than a quantity of 2 strands. (See definition of spare set forth in Section 14.6 above.)

- 14.7.2 If CLEC wishes to request Lawful UNE Dedicated Transport Dark Fiber, it must submit a dark fiber facility inquiry, providing CLEC's specific point to point (A to Z) dark fiber requirements. When CLEC submits a dark fiber facility inquiry appropriate rates for the inquiry will be charged as outlined in state specific Appendix Pricing.
- 14.7.2.1 If spare Lawful UNE Dedicated Transport Dark Fiber is available, as determined under this Agreement, AT&T-NORTH CAROLINA will notify CLEC and CLEC may place an Access Service Request (ASR) for such fiber.
- 14.7.3 Lawful UNE Dedicated Transport Dark Fiber will be assigned to CLEC only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve Lawful UNE Dedicated Transport Dark Fiber. When CLEC submits the ASR, the ASR will be processed and the Lawful UNE Dedicated Transport Dark Fiber facilities will be assigned. The charges which will be established as set forth in the Pricing Schedule will be applied.
- 14.8 Right of Revocation of Access to Lawful UNE Dedicated Transport Dark Fiber
- 14.8.1 Right of revocation of access to Lawful UNE Dedicated Transport Dark Fiber is distinguishable from Declassification as defined in Section 5 of this Appendix. For clarification purposes, AT&T-NORTH CAROLINA's right of revocation of access under this Section 14.8 applies even when the affected dedicated transport dark fiber remains a Lawful UNE, subject to unbundling obligations under Section 251(c)(3) of the Act, in which case CLEC's rights to the affected network element may be revoked as provided in this Section 14.8.
- 14.8.2 Should CLEC not utilize the fiber strand(s) subscribed to within the 12-month period following the date AT&T-NORTH CAROLINA provided the fiber(s), AT&T-NORTH CAROLINA may revoke CLEC's access to the Lawful UNE Dedicated Transport Dark Fiber and recover those fiber facilities and return them to AT&T-NORTH CAROLINA's inventory.
- 14.8.3 AT&T-NORTH CAROLINA may reclaim from CLEC the right to use Lawful UNE Dedicated Transport Dark Fiber, whether or not such fiber is being utilized by CLEC, upon twelve (12) months written notice to CLEC. If the reclaimed Lawful UNE Dedicated Transport Dark Fiber is not otherwise Declassified during the notice period, AT&T-NORTH CAROLINA will provide an alternative facility for CLEC with the same bandwidth CLEC was using prior to reclaiming the facility. AT&T-NORTH CAROLINA must also demonstrate to CLEC that the reclaimed dedicated transport dark fiber will be needed to meet AT&T-NORTH CAROLINA's bandwidth requirements within the 21 months following the revocation.
- 14.9 Access Methods Specific to Lawful UNE Dedicated Transport Dark Fiber
- 14.9.1 The termination point for Lawful UNE Dedicated Transport Dark Fiber at Central Offices will be in an AT&T-NORTH CAROLINA approved splitter shelf. This arrangement allows for non-intrusive testing.
- 14.9.2 At Central Offices, Lawful UNE Dedicated Transport Dark Fiber terminates on a fiber distribution frame, or equivalent in the Central Office. CLEC access is provided via collocation.
- 14.10 Installation and Maintenance for Lawful UNE Dedicated Transport Dark Fiber
- 14.10.1 AT&T-NORTH CAROLINA will install termination points and place the fiber jumpers from the fiber optic terminals to the termination point. CLEC will run its fiber jumpers from the termination point (1x2, 90-10 optical splitter) to CLEC.
- 14.11 Dark Fiber Transport Declassification
- 14.11.1 AT&T-NORTH CAROLINA shall provide CLEC with access to Lawful UNE Dedicated Transport Dark Fiber, except on routes where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers. As such AT&T-NORTH CAROLINA must provide Lawful UNE Dedicated Transport Dark Fiber under this Agreement only if a wire center on either end of the requested route is a Tier 3 Wire Center. If both wire centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then Dedicated Transport Dark Fiber circuits on such routes are Declassified and no

longer available as Lawful UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering Lawful UNE Dedicated Transport Dark Fiber on such route(s).

14.11.2 **Effect on Embedded Base.** Upon Declassification of Dedicated Transport Dark Fiber already purchased by CLEC as Lawful UNEs under this Agreement, AT&T-NORTH CAROLINA will provide written notice to CLEC of such Declassification and proceed in accordance with Section 2.5, and at the end of the notice period under that Section, provision of the affected dedicated transport dark fiber to CLEC will be terminated without further obligation of AT&T-NORTH CAROLINA.

14.11.3 Products provided by AT&T-NORTH CAROLINA in conjunction with Lawful UNE Dedicated Transport Dark Fiber, if any, shall also be subject to termination under this Section 14.11 where such fiber is Declassified.

14.11.4 The Parties agree that activity by AT&T-NORTH CAROLINA under this Section 14.11 shall not be subject to the Network Disclosure Rules.

14.12 Routine Network Modifications

14.12.1 AT&T-NORTH CAROLINA shall make routine network modifications to Lawful UNE Dedicated Transport Dark Fiber used by requesting Telecommunications Carriers for the provision of Telecommunication Services where the requested Lawful UNE Dedicated Transport Dark Fiber facilities have already been constructed. AT&T-NORTH CAROLINA shall perform routine network modifications to Lawful UNE Dedicated Transport Dark Fiber in a nondiscriminatory fashion, without regard to whether such fiber being accessed was constructed on behalf, or in accordance with the specifications, of any Telecommunications Carrier.

14.12.2 A routine network modification is an activity that AT&T-NORTH CAROLINA regularly undertakes for its own customers. Routine network modifications do not include the installation of fiber for a requesting Telecommunications Carrier, nor do routine network modifications include the provision of electronics for the purpose of lighting dark fiber (i.e., optronics), and AT&T-NORTH CAROLINA is not obligated to perform those activities for a requesting Telecommunications Carrier.

14.12.3 Routine network modifications do not include constructing new Lawful UNE Dedicated Transport Dark Fiber; installing new cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; or installing new terminals. AT&T-NORTH CAROLINA is not obligated to perform those activities for a requesting telecommunications carrier.

14.12.4 AT&T-NORTH CAROLINA shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to AT&T-NORTH CAROLINA's retail customers.

14.12.5 Notwithstanding anything to the contrary herein, AT&T-NORTH CAROLINA's obligations with respect to routine network modifications apply only where the dark fiber transport transmission facilities are subject to unbundling.

14.12.6 AT&T-NORTH CAROLINA shall provide routine network modifications at the rates, terms and conditions set out in this Appendix, and in the state specific Pricing Schedule. AT&T-NORTH CAROLINA will impose charges for Routine Network Modifications in instances where such charges are not included in any costs already recovered through existing, applicable recurring and nonrecurring charges. The Parties agree that the routine network modifications for which AT&T-NORTH CAROLINA is not recovering costs in existing recurring and nonrecurring charges, and for which costs will be imposed on CLEC on an ICB include: dark fiber transport splicing. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates based upon actual time and materials costs for such routine network modifications or specific rates are otherwise established for such routine network modifications through applicable state commission proceedings.

15. RESERVED FOR FUTURE USE

16. 911 OR E911 DATABASE

16.1 Access to the AT&T-NORTH CAROLINA 911 or E911 call related databases will be provided as described in Appendix 911.

17. OPERATIONS SUPPORT SYSTEMS FUNCTIONS

17.1 Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by AT&T-NORTH CAROLINA's databases and information. AT&T-NORTH CAROLINA will provide CLEC access to its Operations Support Systems Functions as outlined in Appendix OSS.

18. CROSS CONNECTS/CENTRAL OFFICE CHANNEL INTERFACES (COCI)

18.1 AT&T-NORTH CAROLINA shall provide Cross Connects under this Appendix only for purposes of permitting CLEC to access AT&T-NORTH CAROLINA Lawful UNE(s), to connect a Lawful UNE to another Lawful UNE, to Commingle (as provided for in this Agreement), or as may otherwise be used with respect to Lawful UNEs in accordance with this Agreement. AT&T-NORTH CAROLINA shall provide Cross Connects under the following terms and conditions in this subsection. AT&T-NORTH CAROLINA shall only be obligated to provide Cross Connects under this Appendix for purposes of permitting CLEC to connect AT&T-NORTH CAROLINA Lawful UNE(s) to other Lawful UNE(s) or to CLEC's own facilities.

18.2 A "Cross Connect" is the media used as described in Section 18.1. This includes, for example, the media between an AT&T-NORTH CAROLINA Lawful UNE and the point of access associated with an Interconnection Cable Arrangement to CLEC's Collocation arrangement, and the media between one AT&T-NORTH CAROLINA Lawful UNE and another AT&T-NORTH CAROLINA Lawful UNE where AT&T-NORTH CAROLINA has connected or left connected those Lawful UNEs. Nothing in this Section 18 is a commitment to connect or leave connected any two or more Lawful UNEs.

18.3 AT&T-NORTH CAROLINA will provide the Cross Connects at the rates, terms, and conditions set forth in applicable Pricing Schedule.

18.3.1 CLEC shall be responsible for initial testing and trouble sectionalization of facilities containing CLEC installed cross connects.

18.3.2 CLEC shall refer trouble sectionalized in the AT&T-NORTH CAROLINA Lawful UNE to AT&T-NORTH CAROLINA's Maintenance Center.

18.4 In AT&T-NORTH CAROLINA when UNEs are connected to Multiplexer, COCI will be used. COCI rates, terms and conditions are set forth in the Pricing Schedule.

19. PROVISIONING/MAINTENANCE OF LAWFUL UNES

19.1 Access to Lawful UNEs is provided under this Agreement over such routes, technologies, and facilities as AT&T-NORTH CAROLINA may elect at its own discretion. AT&T-NORTH CAROLINA will provide access to Lawful UNEs where technically feasible. Where facilities and equipment are not available, AT&T-NORTH CAROLINA shall not be required to provide Lawful UNEs. Collocation is available from AT&T-NORTH CAROLINA for obtaining access to Lawful UNEs. See the collocation appendix. CLEC may request, through the Bona Fide Request (BFR) process, and, to the extent required by law, AT&T-NORTH CAROLINA may agree to provide an alternative, technically feasible method(s) of accessing Lawful UNEs.

19.2 Subject to the terms herein, AT&T-NORTH CAROLINA is responsible only for the installation, operation and maintenance of the Lawful UNEs it provides. AT&T-NORTH CAROLINA is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those Lawful UNEs.

- 19.3 Where Lawful UNEs provided to CLEC are dedicated to a single End User, if such Lawful UNEs are for any reason disconnected they shall be made available to AT&T-NORTH CAROLINA for future provisioning needs, unless such Lawful UNE is disconnected in error. CLEC agrees to relinquish control of any such Lawful UNE concurrent with the disconnection of CLEC's End User's service.
- 19.4 Additional terms and conditions related to provisioning and maintenance of Lawful UNEs provided under this Agreement are set forth in Appendix OSS.
- 19.5 CLEC's use of any AT&T-NORTH CAROLINA Lawful UNE, or of its own equipment or facilities in conjunction with any AT&T-NORTH CAROLINA Lawful UNE, will not materially interfere with or impair service over any facilities of AT&T-NORTH CAROLINA, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, AT&T-NORTH CAROLINA may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the Lawful UNE(s) causing the violation.
- 19.6 Intentionally Omitted.
- 19.7 CLEC shall connect equipment and facilities that are compatible with the AT&T-NORTH CAROLINA Lawful UNEs, and shall use Lawful UNEs in accordance with the applicable regulatory standards and requirements referenced in this Agreement.
- 19.8 CLEC shall not combine or use Lawful UNEs in a manner that will undermine the ability of other Telecommunications Carriers to obtain access to lawful unbundled network elements or to Interconnect with AT&T-NORTH CAROLINA's network.
- 19.8.1 Intentionally Omitted.
- 19.9 Intentionally Omitted.
- 19.10 Intentionally Omitted.
- 19.11 Intentionally Omitted.
- 19.12 Intentionally Omitted.
- 19.12.1 Intentionally Omitted.
- 19.13 Intentionally Omitted
- 19.13.1 Intentionally Omitted.
- 19.13.2 Intentionally Omitted.

20. RESERVATION OF RIGHTS

- 20.1 AT&T-NORTH CAROLINA's provision of UNEs identified in this Agreement is subject to the provisions of the Federal Act, including but not limited to, Section 251(d). By entering into this Agreement which makes available certain UNEs, or any Amendment to this Agreement, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including but not limited each Party's right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement, including, without limitation, its intervening law rights relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's

Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002) and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including without limitation, this Appendix and/or Attachment), **AT&T-NORTH CAROLINA** shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

APPENDIX WHITE PAGES

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APPENDIX WHITE PAGES (WHITE PAGES DIRECTORY)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions that shall apply to switched-based CLECs or CLECs leasing Lawful unbundled switched ports for End User Listings in White Page directories provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications Inc. d/b/a AT&T-ALABAMA, d/b/a AT&T-FLORIDA, d/b/a AT&T-GEORGIA, d/b/a AT&T-KENTUCKY, d/b/a AT&T-LOUISIANA, d/b/a AT&T-MISSISSIPPI, d/b/a AT&T-NORTH CAROLINA, d/b/a AT&T-SOUTH CAROLINA and d/b/a AT&T-TENNESSEE, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, 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 Intentionally Omitted.
- 1.4 Intentionally Omitted.
- 1.5 Intentionally Omitted.
- 1.6 Intentionally Omitted.
- 1.7 Intentionally Omitted.
- 1.8 Intentionally Omitted.
- 1.9 Intentionally Omitted.
- 1.10 Intentionally Omitted.
- 1.11 Intentionally Omitted.
- 1.12 Intentionally Omitted.
- 1.13 Intentionally Omitted.
- 1.14 Intentionally Omitted.
- 1.15 Intentionally Omitted.
- 1.16 Intentionally Omitted.
- 1.17 Intentionally Omitted.
- 1.18 **AT&T-NORTH CAROLINA** - As used herein, **AT&T-NORTH CAROLINA** means BellSouth Telecommunications Inc. d/b/a AT&T North Carolina, the applicable AT&T-owned ILEC doing business in North Carolina.
- 1.19 Intentionally Omitted.
- 1.20 Intentionally Omitted.
- 1.21 Intentionally Omitted.
- 1.22 Intentionally Omitted.
- 1.23 Intentionally Omitted.

1.24 Intentionally Omitted.

2. SERVICE PROVIDED

- 2.1 AT&T-NORTH CAROLINA publishes alphabetical White Pages directories in multiple formats, including printed directories, CD-ROM and other electronic formats for its ILEC Territory. CLEC provides local exchange telephone service in the same area(s) and CLEC wishes to include listing information for its End Users in the appropriate AT&T-NORTH CAROLINA White Pages directories.
- 2.2 CLEC also desires distribution to its End Users of the White Pages directories that include listings of CLEC's End Users.
- 2.3 AT&T-NORTH CAROLINA will make available to CLEC, for CLEC End Users, non discriminatory access to White Pages directory listings, as described in Section 2 of this Attachment.
- 2.4 Subject to AT&T-NORTH CAROLINA's practices, as well as the rules and regulations applicable to the provision of White Pages directories, AT&T-NORTH CAROLINA will include in appropriate White Pages directories the primary alphabetical listings of all CLEC End Users located within the local directory scope for the ILEC's territory. The rules, regulations and AT&T-NORTH CAROLINA practices are subject to change from time to time. When CLEC provides its subscriber listing information to AT&T-NORTH CAROLINA listings database, CLEC will receive for its End User, one primary listing in AT&T-NORTH CAROLINA White Pages directory and a listing in AT&T-NORTH CAROLINA's directory assistance database at no charge, other than applicable service order charges as set forth in the Pricing Schedule.
- 2.4.1 Where a CLEC End User requires foreign, enhanced or other listings in addition to the primary listing to appear in the White Pages directory, AT&T-NORTH CAROLINA will assess CLEC a monthly charge for such listings at AT&T-NORTH CAROLINA tariff rates. An additional monthly charge at AT&T-NORTH CAROLINA's tariff rate applies when CLEC wishes to list an End User in AT&T-NORTH CAROLINA's Directory Assistance database but does not wish to have its End User listed in AT&T-NORTH CAROLINA's White Pages directory. In addition, CLEC may elect to have its End User unlisted and the listing not published in AT&T-NORTH CAROLINA's White Pages directory for a monthly charge at AT&T-NORTH CAROLINA's tariff rate for those non-published, non-listed services.
- 2.4.2 Except in the case of a Local Service Request (LSR) submitted solely to port a number from AT&T-NORTH CAROLINA, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in AT&T-NORTH CAROLINA's tariffs shall apply, as well as the manual service order charge or the electronic service charge, as appropriate.
- 2.5 CLEC shall furnish to AT&T-NORTH CAROLINA, in a form acceptable to both Parties, subscriber listing information pertaining to CLEC End Users located within the local directory scope, along with such additional information as AT&T-NORTH CAROLINA may require to prepare and print the alphabetical listings of said directory. CLEC shall refer to the AT&T CLEC Online website for methods, procedures and ordering information.
- 2.6 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-NORTH CAROLINA via a mechanical or manual feed of the directory listing information to AT&T-NORTH CAROLINA's Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the effective date of this Appendix, or upon CLEC reaching a volume of two hundred (200) listing updates per day, whichever comes first. CLECs' subscriber listings will be interfiled (interspersed) in the directory among AT&T-NORTH CAROLINA's subscriber listing information. CLEC will submit listing information within one (1) Business Day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the Directory Assistance database or the directory

listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close date.

2.6.1 Intentionally Omitted.

2.6.2 Intentionally Omitted.

2.7 Directories

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

2.7.1.1 AT&T-NORTH CAROLINA has no obligation to provide any additional White Page directories above the directories provided to CLEC End Users after each annual distribution of newly published White Pages.

2.7.1.2 Intentionally Omitted.

2.7.2 Intentionally Omitted.

2.7.3 AT&T-NORTH CAROLINA shall not be required to deliver a directory to a CLEC End User until new White Page directories are published for that End User's location.

2.7.4 CLEC may arrange for additional directory distribution and other services with AT&T-NORTH CAROLINA's directory publishing affiliate pursuant to terms and conditions agreed to by the publishing affiliate and CLEC.

2.8 Intentionally Omitted.

2.8.1 Intentionally Omitted.

2.9 AT&T-NORTH CAROLINA shall direct its directory publishing affiliate to offer CLEC the opportunity to include in the "Information Pages", or a comparable section of its White Pages directories (covering the territory where CLEC is certified to provide local service), information provided by CLEC for CLEC installation, repair, customer service and billing information. AT&T-NORTH CAROLINA's directory publishing affiliate will include such CLEC information in the "Information Pages" pursuant to terms and conditions agreed to by the publishing affiliate and CLEC.

3. USE OF SUBSCRIBER LISTING INFORMATION

3.1 AT&T-NORTH CAROLINA agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber listing information in an area directory, and to handle CLEC's subscriber listing information in the same manner as AT&T-NORTH CAROLINA's subscriber listing information. In exchange for AT&T-NORTH CAROLINA serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T-NORTH CAROLINA to include and use the CLEC subscriber listing information provided to AT&T-NORTH CAROLINA pursuant to this Appendix in AT&T-NORTH CAROLINA's White Pages directory, AT&T-NORTH CAROLINA's directory assistance databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is AT&T-NORTH CAROLINA's use of CLEC's subscriber listing information in AT&T-NORTH CAROLINA's directory assistance, directory assistance related products and services, and directory publishing products and services.

3.2 AT&T-NORTH CAROLINA further agrees not to charge CLEC for serving as the single point of contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for AT&T-NORTH CAROLINA's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list

information shall be intermingled with AT&T-NORTH CAROLINA'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-NORTH CAROLINA.

4. PRICING

4.1 AT&T TEXAS will deliver one copy per primary End User listing of AT&T TEXAS White Pages, as described in Section 2.7 above, at no charge. AT&T TEXAS has no obligation to warehouse White Pages directories for CLEC or provide White Pages directories to CLEC's End Users subsequent to the annual distribution of newly published directories.

4.1.1 Intentionally Omitted.

4.1.2 AT&T ILLINOIS - The rates, if any, for AT&T ILLINOIS White Page directories will be in accordance with a separate directory services agreement with AT&T ILLINOIS's directory publishing affiliate.

5. LIABILITY

5.1 CLEC hereby releases AT&T-NORTH CAROLINA from any and all liability for damages due to errors or omissions in CLEC's subscriber listing information as provided to AT&T-NORTH CAROLINA under this Appendix, and/or CLEC's subscriber listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

5.2 CLEC shall indemnify, protect, save harmless and defend AT&T-NORTH CAROLINA (and/or AT&T-NORTH CAROLINA's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a Third Party in any way related to any error or omission in CLEC's subscriber listing information, including any error or omission related to non-published or non-listed subscriber listing information. CLEC shall so indemnify regardless of whether the demand, claim or suit by the Third Party is brought jointly against CLEC and AT&T-NORTH CAROLINA, and/or against AT&T-NORTH CAROLINA alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in CLEC's subscriber listing information in the White Pages directory, AT&T-NORTH CAROLINA may, at its option, assume and undertake its own defense, or assist in the defense of the CLEC, in which event the CLEC shall reimburse AT&T-NORTH CAROLINA for reasonable attorney's fees and other expenses incurred by AT&T-NORTH CAROLINA in handling and defending such demand, claim and/or suit.

5.3 CLEC further agrees to pay all costs incurred by AT&T-NORTH CAROLINA and/or its affiliates as a result of CLEC not complying with the terms of this Appendix.

5.4 This Appendix shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other nor to act as an agent for the other unless written authority, separate from this Appendix, is provided. Nothing in the Appendix shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

6. BREACH OF CONTRACT

6.1 If either Party is found to have materially breached this Appendix, the non-breaching Party may terminate the Appendix by providing written notice to the breaching Party, whereupon this Appendix shall be null and void with respect to any issue of AT&T-NORTH CAROLINA's White Pages directory published sixty (60) or more calendar days after the date of receipt of such written notice.

APPENDIX NON-INTERCOMPANY SETTLEMENT (NICS)

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APPENDIX NON-INTERCOMPANY SETTLEMENT (NICS)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which AT&T-SOUTHEAST REGION 9-STATE will perform the revenue settlement of LEC-carried intrastate/intraLATA local/toll alternately billed calls between AT&T-SOUTHEAST REGION 9-STATE and the 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: BellSouth Telecommunications Inc. d/b/a AT&T-ALABAMA, d/b/a AT&T-FLORIDA, d/b/a AT&T-GEORGIA, d/b/a AT&T-KENTUCKY, d/b/a AT&T-LOUISIANA, d/b/a AT&T-MISSISSIPPI, d/b/a AT&T-NORTH CAROLINA, d/b/a AT&T-SOUTH CAROLINA and d/b/a AT&T-TENNESSEE, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, 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 Intentionally Omitted.
- 1.4 Intentionally Omitted.
- 1.5 Intentionally Omitted.
- 1.6 Intentionally Omitted.
- 1.7 Intentionally Omitted.
- 1.8 Intentionally Omitted.
- 1.9 "AT&T SOUTHEAST REGION 9-STATE" means the AT&T-owned ILECS doing business in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
- 1.10 "AT&T-NORTH CAROLINA" means the AT&T-owned ILEC doing business in North Carolina.

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 CLEC and bill to AT&T SOUTHEAST REGION 9-STATE and message which originate from AT&T SOUTHEAST REGION 9-STATE and bill to CLEC. NICS messages must originate and bill within the same AT&T SOUTHEAST REGION 9-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 SOUTHEAST REGION 9-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 SOUTHEAST REGION 9-STATE within AT&T SOUTHEAST REGION 9-STATE State (i.e., messages for intrastate/intraLATA traffic only). For example, an alternately billed call originating within AT&T-NORTH CAROLINA territory and billed to a CLEC within AT&T-NORTH CAROLINA would be covered by this section.
- 3.2 AT&T SOUTHEAST REGION 9-STATE will also collect the revenue earned by CLEC within the AT&T SOUTHEAST REGION 9-STATE territory from another LEC also within the AT&T SOUTHEAST REGION 9-STATE where the messages are billed, less a per message billing and collection fee indicated in the Pricing Schedule, on behalf of CLEC. AT&T SOUTHEAST REGION 9-STATE will remit the revenue billed by CLEC within region to the LEC also within region, where the messages originated, less a per message billing and collection fee indicated in the Pricing Schedule. These two amounts will be netted together by AT&T SOUTHEAST REGION 9-STATE and the resulting charge or credit issued to CLEC via a monthly invoice in arrears.
- 3.3 NICS does not extend to 900 or 976 calls or to other pay per call services.
- 3.4 The Telcordia Technologies NICS report is the source for revenue to be settled between AT&T SOUTHEAST REGION 9-STATE and CLEC. NICS settlement will be incorporated into the CLEC's monthly invoice.
- 3.5 This agreement does not cover calls originating and billing within a state outside of AT&T SOUTHEAST REGION 9-STATE. For such traffic, 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 CLEC agrees to pay a \$.05 per message charge to AT&T SOUTHEAST REGION 9-STATE SOUTHEAST REGION 9-STATE for all qualifying messages billed by AT&T SOUTHEAST REGION 9-STATE.
- 5.2 AT&T SOUTHEAST REGION 9-STATE agrees to pay the same \$.05 a per message charge to CLEC for all qualifying messages billed by 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 SOUTHEAST REGION 9-STATE or CLEC based on netting the amount due AT&T SOUTHEAST REGION 9-STATE and the amount due 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.

6. TERM OF AGREEMENT

- 6.1 Unless sooner terminated as herein provided, this Agreement will continue in force for a period of one (1) year from the effective date hereof and thereafter until terminated by sixty (60) days prior notice in writing from either Party to the other. Provided however, this Attachment shall not continue in force and effect beyond the term of the ICA as specified in the General Terms and Conditions.

ATTACHMENT – PERFORMANCE MEASUREMENTS

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1.0 General Provisions

- 1.1 The Performance Measurements Plans 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 CLEC is entitled to any particular manner of access, nor is it evidence that AT&T-NORTH CAROLINA 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 Commission decisions/regulations, and in the case of Connecticut, state tariffs, and within this Agreement.
- 1.2 AT&T-NORTH CAROLINA's implementation of the Performance Measurements Plans addressed by this Attachment (Performance Measurement Plan(s), the Plan(s)) 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. The Parties agree that CLEC may not use the existence of such Plans as evidence that AT&T-NORTH CAROLINA 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-NORTH CAROLINA's conduct underlying its performance, and the performance data provided under the Performance Measurements Plans, however, are not made inadmissible by these terms. AT&T-NORTH CAROLINA's performance as measured by these plans may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation.
- 1.3 Nothing herein shall be interpreted to be a waiver of AT&T-NORTH CAROLINA's right to argue and contend in any forum, in the future, that Sections 251 and 252 of the Telecommunications Act of 1996 do not impose any duty or legal obligation to negotiate and/or mediate or arbitrate a self-executing liquidated damages or remedy plan.

2.0 Region-Specific Provisions

- 2.1 Intentionally Omitted.
- 2.2 Intentionally Omitted.
- 2.3 AT&T-NORTH CAROLINA Requirements:
- 2.3.1 Except as otherwise provided herein, the Performance Measurements Plans most recently adopted or ordered by the respective Commission that approved this Agreement under Section 252(e) of the Act are incorporated herein. Any subsequent Commission-ordered additions, modifications and/or deletions to such plans (and supporting documents) in that proceeding or any successor proceeding shall be automatically incorporated into this Agreement by reference effective with the date of implementation by AT&T-NORTH CAROLINA pursuant to Commission order.
- 2.4 Intentionally Omitted.
- 2.5 Intentionally Omitted.
- 2.6 Intentionally Omitted.
- 2.7 Intentionally Omitted.

APPENDIX-PRICING (NORTH CAROLINA)

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APPENDIX PRICING (NORTH CAROLINA)

1. INTRODUCTION

- 1.1 This Appendix 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 Appendix may be divided into categories. 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.
- 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-NORTH CAROLINA** - As used herein, **AT&T-NORTH CAROLINA** means BellSouth Telecommunications, Inc. d/b/a AT&T North Carolina, the applicable AT&T-owned ILEC doing business in North Carolina.

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, the CLEC's billing tables will be updated to reflect (and CLEC 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) calendar 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-NORTH CAROLINA** 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) calendar 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 Intentionally Omitted.
- 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) calendar 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-NORTH CAROLINA will update CLEC'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 calendar 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-NORTH CAROLINA 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) calendar 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 Appendix 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-NORTH CAROLINA 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 Intentionally Omitted.

1.9 AT&T-NORTH CAROLINA' obligation to provide Interconnection, Lawful 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 a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, AT&T-NORTH CAROLINA 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 Appendix Lawful UNEs of this Agreement, the CLEC 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 the CLEC is seeking to order the Product or Service, the CLEC 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 CLEC orders, and AT&T-NORTH CAROLINA provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in AT&T-NORTH CAROLINA'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 CLEC shall pay for the Product or Service at AT&T-NORTH CAROLINA's current generic contract rate for the Product or Service set forth in AT&T-NORTH CAROLINA's applicable state-specific generic pricing schedule as published on AT&T's CLEC website; or

1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and AT&T-NORTH CAROLINA 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-NORTH CAROLINA'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-NORTH CAROLINA'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-NORTH CAROLINA for that Product or Service and incorporated into AT&T-NORTH CAROLINA's current state-specific generic pricing schedule as published on AT&T's CLEC website, that rate(s)

("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of when AT&T-NORTH CAROLINA first provided the Product or Service to CLEC without the need for any additional modification(s) to this Agreement or further Commission action if the Parties have reached mutual agreement of the specified rate or the Commission has approved the Established Rate, pursuant to the following process. AT&T-NORTH CAROLINA shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the date AT&T-NORTH CAROLINA first provided the Product or Service to CLEC. 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-NORTH CAROLINA shall bill CLEC to reflect the application of the Established Rate retroactively to the first date AT&T-NORTH CAROLINA provided the Product or Service to CLEC.

- 1.10.2 AT&T-NORTH CAROLINA'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-NORTH CAROLINA's right to charge and collect payment for such Products and/or Services.

2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Schedule, where rates are shown as monthly, a month will be defined as a 30-day calendar month. The minimum term for each monthly rated element 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 Appendix. A longer minimum service period may apply for Lawful UNEs provided under the BFR process, as set forth in the Lawful UNEs Appendix 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-NORTH CAROLINA 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-NORTH CAROLINA 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 "nonrecurring charges".
- 3.2 Nonrecurring Charges may be applicable for all categories of rates.
- 3.3 Consistent with FCC Rule 51.307(d), there may be nonrecurring charges for each Lawful UNE.
- 3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the AT&T-NORTH CAROLINA network, without any changes to AT&T-NORTH CAROLINA's network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.5 Intentionally Omitted.

- 3.6 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to AT&T-NORTH CAROLINA to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs and Resale.
- 3.7 In some cases, the Commission has ordered AT&T-NORTH CAROLINA to separate disconnect costs and installation costs into two separate nonrecurring charges. Accordingly, unless otherwise noted in this Agreement, the Commission-ordered disconnect charges will be applied at the time the disconnect activity is performed by AT&T-NORTH CAROLINA, regardless of whether or not a disconnect order is issued by CLEC.
- 3.8 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Schedule.
- 3.9 Loop Zone charges are defined in the Price Schedule contained herein.

4. BILLING

- 4.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

Pricing Schedule - North Carolina															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
RESALE APPLICABLE DISCOUNTS															
	Residence %						21.50								
	Business %						17.60								
	CSAs %						17.60								
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"															
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMEc		3.50	0.00	3.50	0.00					
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN		19.99	0.00	19.99	0.00					
ODUF/EODUF SERVICES															
OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message						0.0000174								
	ODUF: Message Processing, per message						0.001647								
	ODUF: Message Processing, per Magnetic Tape provisioned						35.91								
	ODUF: Data Transmission (CONNECT:DIRECT), per message						0.00011029								
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
	EODUF: Message Processing, per message						0.131005								
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)															
	Selective Routing Per Unique Line Class Code Per Request Per Switch						188.59								
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE															
	Recording of DA Custom Branded Announcement						3,000.00	3,000.00							
	Loading of DA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00							
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE															
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00							
	Loading of DA per Switch per OCN						16.00	16.00							
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE															
	Recording of Custom Branded OA Announcement						7,000.00	7,000.00							
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00							
	Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00							
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE															
	Loading of OA per OCN (Regional)						1,200.00	1,200.00							
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://wholesale.att.com/															
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"															
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.															
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEc rate listed in this category. Please refer to AT&T's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEc rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to AT&T.															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMEc		3.50	0.00	3.50	0.00					
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN		15.20	0.00	15.20	0.00					
UNE SERVICE DATE ADVANCEMENT CHARGE															
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															

Pricing Schedule - North Carolina															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDL03, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA, NTCVG, NTCUD, NTCDD1	SDASP		200.00								
ORDER MODIFICATION CHARGE															
	Order Modification Charge (OMC)						26.21	0.00	0.00	0.00					
	Order Modification Additional Dispatch Charge (OMCAD)						0.00	0.00	0.00	0.00					
UNBUNDLED EXCHANGE ACCESS LOOP															
2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	10.82	36.54	16.87							
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	16.21	36.54	16.87							
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	24.08	36.54	16.87							
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	10.82	36.54	16.87							
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	16.21	36.54	16.87							
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	24.08	36.54	16.87							
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		7.92	7.92							
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		17.56								
	Bulk Migration, per 2 Wire Voice Loop-SL1			UEANL	UREPN		36.54	16.87							
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1			UEANL	UREPM		7.92	7.92							
2-WIRE UNBUNDLED COPPER LOOP															
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	10.93	35.27	15.60							
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	12.75	35.27	15.60							
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	13.92	35.27	15.60							
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		7.92	7.92							
	Bulk Migration, per 2 Wire UCL-ND			UEQ	UREPN		35.27	15.60							
	Bulk Migration Order Coordination, per 2 Wire UCL-ND			UEQ	UREPM		7.92	7.92							
UNBUNDLED EXCHANGE ACCESS LOOP															
2-WIRE ANALOG VOICE GRADE LOOP															
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES�		25.03	3.53							
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		26.52	5.02							
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.20	1.10							
	Bulk Migration, per 2 Wire Voice Loop-SL2			UEA	UREPN		102.10	65.72							
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2			UEA	UREPM		0.00	0.00							
4-WIRE ANALOG VOICE GRADE LOOP															
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	19.52	127.40	91.02							

Pricing Schedule - North Carolina																
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS Rates(\$)
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	24.74	127.40	91.02								
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	46.11	127.40	91.02								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES L	25.03	3.53									
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URES P	26.52	5.02									
2-WIRE ISDN DIGITAL GRADE LOOP																
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	19.78	113.34	76.96								
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	26.16	113.34	76.96								
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	35.37	113.34	76.96								
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	10.14	117.08	68.36								
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	11.59	117.08	68.36								
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	12.28	117.08	68.36								
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	10.14	92.83	56.02								
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	11.59	92.83	56.02								
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	12.28	92.83	56.02								
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	7.95	125.50	76.77								
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	9.15	125.50	76.77								
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	9.53	125.50	76.77								
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	7.95	101.24	64.43								
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	9.15	101.24	64.43								
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	9.53	101.24	64.43								
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	11.01	153.26	104.54								
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	12.20	153.26	104.54								
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	13.49	153.26	104.54								
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	11.01	129.00	92.20								
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	12.20	129.00	92.20								
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	13.49	129.00	92.20								
4-WIRE DS1 DIGITAL LOOP																
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	63.62	245.16	152.98								
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	104.40	245.16	152.98								
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	210.22	245.16	152.98								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URES L	25.03	3.53									
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URES P	26.52	5.02									
2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	10.14	116.18	67.46								
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	11.59	116.18	67.46								
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	12.28	116.18	67.46								
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	10.14	91.92	55.12								

Pricing Schedule - North Carolina															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	11.59	91.92	55.12							
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	12.28	91.92	55.12							
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		7.92	7.92							
4-WIRE COPPER LOOP															
	4-Wire Copper Loop including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	13.10	139.69	90.96							
	4-Wire Copper Loop including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	15.17	139.69	90.96							
	4-Wire Copper Loop including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	17.03	139.69	90.96							
	4-Wire Copper Loop without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	13.10	115.43	78.63							
	4-Wire Copper Loop without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	15.17	115.43	78.63							
	4-Wire Copper Loop without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	17.03	115.43	78.63							
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		7.92	7.92							
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, USL	OCOSL		17.56								
UNE LOOP COMMINGLING															
2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	11.96	102.10	65.72							
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	17.36	102.10	65.72							
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	25.23	102.10	65.72							
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	11.96	102.10	65.72							
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	17.36	102.10	65.72							
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	25.23	102.10	65.72							
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES		25.03	3.53							
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		26.52	5.02							
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.20	1.10							
4-WIRE ANALOG VOICE GRADE LOOP -COMMINGLING															
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	19.52	127.40	91.02							
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	24.74	127.40	91.02							
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	46.11	127.40	91.02							
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES		25.03	3.53							
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		26.52	5.02							
4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	63.62	245.16	152.98							
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	104.40	245.16	152.98							
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	210.22	245.16	152.98							
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URES		25.03	3.53							
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESP		26.52	5.02							
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	21.98	121.86	85.48							
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	27.58	121.86	85.48							
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone3		3	NTCUD	UDL2X	43.08	121.86	85.48							
	4 Wire Unbundled Digital Loop 4.8 Kbps -Zone 1		1	NTCUD	UDL4X	21.98	121.86	85.48							
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	27.58	121.86	85.48							
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	43.08	121.86	85.48							
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	21.98	121.86	85.48							
	5 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	27.58	121.86	85.48							
	6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	43.08	121.86	85.48							

Pricing Schedule - North Carolina															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	21.98	121.86	85.48							
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	27.58	121.86	85.48							
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	43.08	121.86	85.48							
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	21.98	121.86	85.48							
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	27.58	121.86	85.48							
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	43.08	121.86	85.48							
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	21.98	121.86	85.48							
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	27.58	121.86	85.48							
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	43.08	121.86	85.48							
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URES	25.03	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URESP	26.52	5.02								
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTC1	OCOSL	17.56									
MAINTENANCE OF SERVICE															
	Maintenance of Service Charge, Basic Time, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTC1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVB		80.00	55.00							
	Maintenance of Service Charge, Overtime, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTC1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVOT		90.00	65.00							
	Maintenance of Service Charge, Premium, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTC1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVPT		100.00	75.00							
LOOP MODIFICATION															
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0.00							
	Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft			UCL, ULS, UEQ	ULM2G		0.00	0.00							

Pricing Schedule - North Carolina															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		0.00	0.00							
	Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft			UCL	ULM4G		0.00	0.00							
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		12.15	12.15							
SUB-LOOPS															
Sub-Loop Distribution															
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		7.92	7.92							
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		7.92	7.92							
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		7.92	7.92							
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		7.92	7.92							
Service Order charges will apply only once per sub-loop															
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		7.92	7.92							
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		7.92	7.92							
Unbundled Sub-Loop Modification															
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		0.00	0.00							
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		0.00	0.00							
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		224.55	4.29							
UNE OTHER, PROVISIONING ONLY - NO RATE															
	Unbundled Contact Name, Provisioning Only - no rate			UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCD1, USL	UNECN		0.00	0.00							
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCD1	CCOSF		0.00								
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCD1	CCOEF		0.00	0.00							
	NID - Dispatch and Service Order for NID installation			UENTW	UNDBX		0.00	0.00							
LOOP MAKE-UP															
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		23.29	23.29							
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		24.70	24.70							
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.19	0.19							
LINE SPLITTING															
END USER ORDERING-CENTRAL OFFICE BASED															
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS		0.61	15.53		7.79					
	Line Splitting - per line activation AT&T owned - physical			UEPSR UEPSB	UREBP		0.6409	17.97		10.29					
	Line Splitting - per line activation AT&T owned - virtual			UEPSR UEPSB	UREBV		0.6325	17.87		10.29					
END USER ORDERING - REMOTE SITE LINE SPLITTING															
UNBUNDLED EXCHANGE ACCESS LOOP															
2-WIRE ANALOG VOICE GRADE LOOP															
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS		10.82	36.54		16.87		0.00	0.00		
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS		10.82	36.54		16.87		0.00	0.00		
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS		16.21	36.54		16.87		0.00	0.00		
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS		16.21	36.54		16.87		0.00	0.00		
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS		24.08	36.54		16.87		0.00	0.00		

Pricing Schedule - North Carolina															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
						First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	24.08	36.54	16.87	0.00	0.00					
PHYSICAL COLLOCATION															
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0309	19.77	14.95	0.00	0.00					
VIRTUAL COLLOCATION															
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0287	33.96	32.08	0.00	0.00					
UNBUNDLED DEDICATED TRANSPORT															
INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.1938									
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	31.06	86.69	79.44							
	Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	4.44									
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	329.91	270.69	158.05							
HIGH CAPACITY UNBUNDLED LOCAL LOOP															
DS3/UNBUNDLED LOCAL LOOP - Stand Alone															
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	12.95									
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	229.90	438.46	256.30							
UNBUNDLED DARK FIBER															
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF	1L5DF	24.77									
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF	UDF14		620.60	133.88							
ENHANCED EXTENDED LINK (EELs)															
Network Elements Used in Combinations															
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	19.52	385.26	72.08							
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	24.74	385.26	72.08							
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	46.11	385.26	72.08							
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	63.62	412.03	139.55							
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	104.40	412.03	139.55							
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	210.22	412.03	139.55							
	DS3 Local Loop in combination - per mile			UNC3X	1L5ND	12.95									
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	229.90	3,073.55	1,245.84							
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.1938									
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	31.06	234.02	162.52							
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	4.44									
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	329.91	802.81	146.02							
ADDITIONAL NETWORK ELEMENTS															
Optional Features & Functions:															
	Clear Channel Capability Extended Frame Option - per DS1			U1TD1, UNC1X	CCOEF	0.00									
	Clear Channel Capability Super FrameOption - per DS1			U1TD1, UNC1X	CCOSF	0.00									
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1			U1TD1, UNC1X, USL	NRCCC	184.76	23.80	1.99	0.78						
	C-bit Parity Option - Subsequent Activity - per DS3			U1TD3, UE3, UNC3X	NRCC3	218.92	7.66	0.7576	0.00						
	DS1/DS0 Channel System			UNC1X	MQ1	70.84	170.57								
	DS3/DS1Channel System			UNC3X	MQ3	84.32	0.00								
	Voice Grade COCI in combination			UNCVX	1D1VG	0.4329	54.14	17.51							
	Voice Grade COCI - for 2W-SL2 & 4W Voice Grade Local Loop			UEA	1D1VG	0.4329	6.39	4.58							
	DS1 COCI in combination			UNC1X	UC1D1	8.43	54.14	17.51							
	DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1D1	8.43	6.39	4.58							
	DS1 COCI - for DS1 Local Loop			USL, NTCD1	UC1D1	8.43	6.39	4.58							
	Wholesale - UNE, Switch-As-Is Conversion Charge			UNCVX, UNC1X, UNC3X, XDH1X, HFQC6, XDD2X, XDV6X	UNCCC	5.43	5.43								
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)			U1TVX, U1TD3, UDF, UE3	URES	36.90	16.15								
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet			U1TVX, U1TD3, UDF, UE3	URES	1.49	1.49								
Service Rearrangements															
	NRC - Order Coordination Specific Time - Dedicated Transport			UNC1X, UNC3X	OCOSR	18.89	18.89								
COMMINGLING															

Pricing Schedule - North Carolina															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	Commingling Authorization			UNCVX, UNC1X, UNC3X, U1TD3, UE3, U1TVX	CMGAU	0.00	0.00	0.00							
	Commingled (UNE part of single bandwidth circuit)														
	Commingled VG COCI			XDV2X	1D1VG	0.4329	6.39	4.58							
	Commingled 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	19.52	127.4	91.02							
	Commingled 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	24.74	127.4	91.02							
	Commingled 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	46.11	127.4	91.02							
	Commingled DS1 COCI			XDH1X	UC1D1	8.43	6.39	4.58							
	Commingled DS1 Interoffice Channel			XDH1X	U1TF1	31.19	86.69	79.44							
	Commingled DS1 Interoffice Channel Mileage			XDH1X	1L5XX	0.1938									
	Commingled DS1/DS0 Channel System			XDH1X	MQ1	70.84	88.41	60.76							
	Commingled DS1 Local Loop Zone 1		1	XDH1X	USLXX	63.62	245.16	152.98							
	Commingled DS1 Local Loop Zone 2		2	XDH1X	USLXX	104.40	245.16	152.98							
	Commingled DS1 Local Loop Zone 3		3	XDH1X	USLXX	210.22	245.16	152.98							
	Commingled DS3 Local Loop			HFQC6	UE3PX	229.90	438.46	256.3							
	Commingled DS3/STS-4 Local Loop Mileage			HFQC6	1L5ND	12.95									
	Commingled DS3/DS1 Channel System			HFQC6	MQ3	84.32	172.99	91.25							
	Commingled DS3 Interoffice Channel			HFQC6	U1TF3	329.91	270.69	158.05							
	Commingled DS3 Interoffice Channel Mileage			HFQC6	1L5XX	4.44									
	UNE to Commingled Conversion Tracking			XDH1X, HFQC6	CMGUN	0.00	0.00	0.00	0.00	0.00					
	SPA to Commingled Conversion Tracking			XDH1X, HFQC6	CMGSP	0.00	0.00	0.00	0.00	0.00					
	LNP Query Service														
	LNP Charge Per query					0.0007579									
	LNP Service Establishment Manual						12.16								
	LNP Service Provisioning with Point Code Establishment						576.33	294.43							
	Emergency Number Services														
	911 trunk rates are included in the Facility cost via the General Subscriber Services Tariff (GSST) and the Switched Access Service Tariff.														
	Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.														
	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)														
	Rate for All ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131														
	Per MOU					0.0007									
	TANDEM SWITCHING														
	Multiple Tandem Switching, per MOU (applies to initial tandem only)					0.0004788									
	TRUNK CHARGE														
	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.55	8.12							
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.55	8.12							
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00									
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00									
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00									
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00									
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements														
	COMMON TRANSPORT (Shared)														
	Common Transport - Per Mile, Per MOU					0.0000023									
	Common Transport - Facilities Termination Per MOU					0.0001676									
	LOCAL INTERCONNECTION (DEDICATED TRANSPORT)														
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT														
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.0095									
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	12.12	39.36	26.62							
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0095									
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	7.47	39.37	26.62							
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0095									
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	7.47	39.37	26.62							
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.1938									
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	31.19	86.69	79.44							

Pricing Schedule - North Carolina															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.44									
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	329.91	270.69	158.05							
LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	6.29	187.51	32.21							
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	7.08	187.94	32.63							
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	22.13	172.34	149.27							
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	82.89	438.46	256.30							
LOCAL INTERCONNECTION MID-SPAN MEET															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00								
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00								
MULTIPLXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	146.69	197.78	140.06							
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	233.10	403.97	234.40							
	DS3 Interface Unit (DS1 COC) per month			OH1, OH1MS	SATCO	16.07	13.09	9.38							
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable AT&T tariff.															
PHYSICAL COLLOCATION															
Application															
	Physical Collocation - Initial Application Fee			CLO	PE1BA		2,322.00								
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA		2,311.00								
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		317.20								
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		741.44								
	Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		269.83		1.15						
	Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		493.40		1.15						
	Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1		1,012.00		1.15						
	Physical Collocation - Application Cost - Major Augment			CLO	PE1KJ		2,343.00		1.15						
Space Preparation															
	Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	2.69									
	Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX		534.44								
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW		559.81								
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW		25.37								
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.42									
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	2.88									
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	97.98									
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		1,196.00								
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		2,140.00								
Power															
	Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	7.65									
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.50									
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	11.01									
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	16.51									
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	38.12									
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)															
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2	0.0309	19.77	14.95							
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0618	19.95	15.05							

Pricing Schedule - North Carolina															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSL, UEPSD, USL, UEPEX, UEPDX	PE1P1	1.38	39.15	23.20							
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSL, UEPSD	PE1P3	17.62	38.25	21.94							
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDL03, UDL12, UDF	PE1F2	3.50	38.25	21.94							
	Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDL03, UDL12, UDF, UDFCX	PE1F4	6.20	43.96	26.17							
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.			CLO	PE1ES	0.0028									
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0041									
	Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSB, UEPSL, UEPSD, UEPSX, UEP2C	PE1R2	0.0309	19.77	14.95				26.94	12.76		
	Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPDD	PE1R4	0.0618	19.95	15.05				26.94	12.76		
Security															
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		33.68	21.34							
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		43.87	27.57							
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		54.06	33.80							
	Physical Collocation - Security Access System - Security System per Central Office, per Sq. Ft.			CLO	PE1AY	0.0135									
	Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.0622	15.00								
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		15.51								
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		15.00								
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		15.00								
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		15.00								
CFA															
	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		77.48								
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" and "Subsequent S" respectively															
	Physical Collocation - Cable Records, per request			CLO	PE1CR		1458.00	937.29	245.00	245.00					
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		622.69	622.69	346.35	346.35					
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		8.77	8.77	10.32	10.32					
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		4.35	4.35	5.11	5.11					

Pricing Schedule - North Carolina															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		15.22	15.22	17.90	17.90					
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		163.61	163.61	143.32	143.32					
	Physical Collocation, Cable Records,CAT5/RJ45			CLO	PE1C5		2.27		2.78						
Virtual to Physical															
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00								
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00								
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00								
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00								
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		69.51	20.45							
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		69.51	20.45							
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		78.93	29.87							
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		75.11	26.04							
Entrance Cable															
	Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		1,233.00								
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	20.57									
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED	7.79									
VIRTUAL COLLOCATION															
Application															
	Virtual Collocation - Application Fee			AMTFS	EAF		1,195.00								
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		317.20								
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		741.44								
Space Preparation															
	Virtual Collocation - Floor Space, per sq. ft.	I		AMTFS	ESPVX	2.69									
Power															
	Virtual Collocation - Power, per fused amp	I		AMTFS	ESPAX	7.65									
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)															
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNC VX, UNCDX, UNC NX	UEAC2	0.0225	19.77	14.95							
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNC VX, UNCDX	UEAC4	0.0449	19.95	15.05							
	Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UE PDX	CNC1X	0.4195	39.15	23.20							
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNC SX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3, XDEST	CND3X	4.41	38.25	21.94							
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	1.96	38.25	21.94							

Pricing Schedule - North Carolina															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	3.93	43.96	26.17							
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0028									
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0041									
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSA, UEPSL, UEPSR, UEPC	VE1R2	0.0225	19.77	14.95							
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0449	19.95	15.05							
CFA															
	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.48								
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" & "Subsequent S" respectively															
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		1458.00	937.29	245.00	245.00					
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		622.69	622.69	346.35	346.35					
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		8.77	8.77	10.32	10.32					
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		4.35	4.35	5.11	5.11					
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		15.22	15.22	17.90	17.90					
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		163.61	163.61	143.32	143.32					
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		4.35	4.35	5.11	5.11					
Security															
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		33.68	21.34							
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		43.87	27.57							
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		54.06	33.80							
Maintenance															
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		52.03	21.22							
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		69.48	27.81							
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		86.94	34.40							
Entrance Cable															
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		1,233.00								
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX		13.28								
COLLOCATION IN THE REMOTE SITE															
Physical Remote Site Collocation															
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		589.38		258.38						
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB		218.07								
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		15.00								
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		215.55								
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		70.65								
	Remote Site DLEC Data (BRSDDD), per Compact Disk, per CO			CLORS	PE1RR		232.94								
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		33.68	21.34							
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		43.87	27.57							
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		54.06	33.80							
Adjacent Remote Site Collocation															
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62							

Pricing Schedule - North Carolina															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134									
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27									
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.															
Virtual Remote Site Collocation															
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		589.38		258.38						
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	218.07									
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR	215.55									
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL	70.65									
ADJACENT COLLOCATION															
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.1555									
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.78									
	Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,U	PE1JE	0.0239	19.77	14.95							
	Adjacent Collocation - 4-Wire Cross-Connects			CL, UAL, UHL, UDN	PE1JF	0.0477	19.95	15.05							
	Adjacent Collocation - DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1JG	1.28	39.15	23.20							
	Adjacent Collocation - DS3 Cross-Connects			USL	PE1JH	17.35	38.25	21.94							
	Adjacent Collocation - 2-Fiber Cross-Connect			UE3	PE1JJ	2.94	38.25	21.94							
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	5.62	43.96	26.17							
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,266.00	0.5842							
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.50									
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	11.01									
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	16.51									
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	38.12									
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.															
DIRECTORY DELIVERY															
	Each subscriber will receive one (1) copy per primary End User listing of AT&T White Pages directory in the same manner and at the same time that they are delivered to AT&T's subscribers during the annual delivery of newly published directories.														
BRANDING - DIRECTORY ASSISTANCE															
Facility Based CLEC															
	Recording and Provisioning of DA Custom Branded Announcement			AMT	CBADA		3,000.00	3,000.00							
	Loading of Custom Branded Announcement per Switch per OCN			AMT	CBADC		1,170.00	1,170.00							
Wholesale CLEC															
	Recording of DA Custom Branded Announcement						3,000.00	3,000.00							
	Loading of DA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00							
Unbranding via OLNS for Wholesale CLEC															
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00							
	Loading of DA per Switch per OCN						16.00	16.00							
DIRECTORY ASSISTANCE SERVICES															
DIRECTORY ASSISTANCE ACCESS SERVICE															
	Directory Assistance Access Service Calls, Charge Per Call					0.31									
DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)															
	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					0.10									
	Directory Assistance - Rate Reference Initial Load						5,000.00								
	Directory Assistance - Rate Reference Subsequent Load							1,500.00							
Directory Assistance Database Service (DADS)															

Pricing Schedule - North Carolina															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	Directory Assistance Database Service (DADS)-Initial Load, per listing						0.04								
	Directory Assistance Database Service (DADS)-Update, per listing					0.04									
	Directory Assistance Database Service (DADS)-Monthly Recurring Fee					150.00									
BRANDING - OPERATOR CALL PROCESSING															
Facility based CLEC															
	Recording of Custom Branded OA Announcement			AMT	CBAOS		7,000.00	7,000.00							
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN			AMT	CBAOL		500.00	500.00							
Wholesale CLEC															
	Recording of Custom Branded OA Announcement						7,000.00	7,000.00							
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00							
	Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00							
Unbranding via OLNS for Wholesale CLEC															
	Loading of OA per OCN (Regional)						1,200.00	1,200.00							
INWARD OPERATOR SERVICES															
	Inward Operator Services - Verification, Per Minute						1.15								
	Inward Operator Services - Verification and Emergency Interrupt - Per Minute						1.15								
OPERATOR CALL PROCESSING															
	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB						1.20								
	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB						1.24								
	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB						0.20								
	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB						0.20								
	Operator Services - Rate Reference Initial Load						5,000.00								
	Operator Services - Rate Reference Subsequent Load							1,500.00							
STRUCTURE ACCESS															
NOTE: Urban and non-urban are defined by the Bureau of Census as follows: Urban is a city plus the closely-settled urban fringe that together have a minimum population of 50,000. Non-urban is less than 50,000. Conduit rates will apply to each passageway (innerduct). For the purpose of determining the Duct feet chargeable, the Duct considered occupied shall be measured from the center to center of adjacent Manhole(s), or from the center of a Manhole to the end of a Duct not terminated in a Manhole.															
	Poles & Ducts - Poles (\$/attachment/yr.) NON-URBAN						6.76								
	Poles & Ducts - Poles (\$/attachment/yr.) URBAN						4.48								
	Poles & Ducts - Per Foot Conduit Occupancy Fees Full Duct (\$/ft/yr.)						0.24								
	Pole Attachment Transfer Rate						41.00								
	Cable Rate						2.96								
BONA FIDE REQUEST															
	Deposit						2000.00								

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T NORTH
CAROLINA, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO**

AND

WEST SAFETY COMMUNICATIONS, INC.



Signature: eSigned - Ronald Beaumont

Signature: eSigned - William Bockelman

Name: eSigned - Ronald Beaumont
(Print or Type)

Name: eSigned - William Bockelman
(Print or Type)

Title: President Telecom and Safety
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)

Date: 17 Apr 2019

Date: 17 Apr 2019

West Safety Communications, Inc.

BellSouth Telecommunications, LLC d/b/a AT&T
NORTH CAROLINA, The Ohio Bell Telephone
Company d/b/a AT&T OHIO by AT&T Services, Inc.,
its authorized agent

State	CLEC OCN
NORTH CAROLINA	670F

Description	ACNA Code(s)
ACNA(s)	IDZ

President Telecom and Safety

**AMENDMENT TO THE AGREEMENT
BETWEEN
WEST SAFETY COMMUNICATIONS, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T NORTH CAROLINA, THE OHIO BELL
TELEPHONE COMPANY D/B/A AT&T OHIO**

This amendment (“Amendment”) amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA, The Ohio Bell Telephone Company d/b/a AT&T OHIO (“AT&T”) and West Safety Communications, Inc. f/k/a Intrado Communications Inc. (“CLEC”). AT&T and CLEC are hereinafter referred to collectively as the “Parties” and individually as a “Party.”

WHEREAS, AT&T and CLEC are Parties to the Agreements as shown in the attached Exhibit A.

WHEREAS, the Parties desire to amend the Agreement to implement to the *Connect America Fund et al.*, WC Docket No. 10-90 et al, Report and Order issued by the Federal Communications Commission (“FCC”) on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) (“FCC ICC Reform Order”), and

WHEREAS, the Parties desire to modify certain provisions related to Customer Information Services pursuant to WC Docket No. 16-13, approved March 15, 2016.

WHEREAS, Intrado Communications Inc has changed its name to “West Safety Communications, Inc.”, and wishes to reflect that name change as set forth herein.

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

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit B – Operator Services and Directory Assistance (f/k/a Customer Information Services) and Exhibit C - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. The Agreement is hereby amended to reflect the name change from “Intrado Communications Inc.” to “West Safety Communications, Inc.”
3. AT&T shall reflect that name change from “Intrado Communications Inc.” to “West Safety Communications, Inc.” only for the main billing account (header card) for each of the accounts previously billed to Intrado. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T’s records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, West Safety Communications, Inc. affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by Intrado with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
4. Once this Amendment is effective, West Safety Communications, Inc. shall operate with AT&T under the “West Safety Communications, Inc.” name for those accounts. Such operation shall include, by way of example only, submitting orders under West Safety Communications, Inc., and labeling (including re-labeling) equipment and facilities with West Safety Communications, Inc. Any change in CLEC’s name including a change in the “d/b/a”, or due to assignment or transfer of this Agreement wherein only CLEC’s name is changing, and no CLEC Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a CLEC Name Change under this Section. For any CLEC Name Change, CLEC is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. CLEC must submit the appropriate service request to AT&T to update CLEC’s name on all applicable billing accounts (BANs), and CLEC is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should CLEC desire to change its name on individual circuits and/or End User records, CLEC must submit the appropriate service request(s) to AT&T to update CLEC’s name on individual circuits and/or End User records, and CLEC is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).

5. Intercarrier Compensation

- 5.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit C, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The intercarrier compensation rates included in Exhibit C hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation.

6. Customer Information Services (CIS)

- 6.1. With the exception of 3.3 herein, delete all rates, terms and conditions pertaining to Customer Information Services, including but not limited to services related to Operator Services (OS), Directory Assistance (DA), Directory Assistance Listings (DAL), Inward Assistance Operator Services (INW) and White Pages (e.g., Busy Line Verification (BLV), Busy Line Verification/Interrupt (BLV/I), etc.) from the Agreement.

- 6.2. Add Attachment - Operator Services and Directory Assistance (OS/DA), attached hereto as Exhibit B; and the Operator Services and Directory Assistance (OS/DA) rates reflected in the Pricing Sheet, attached hereto as Exhibit C, to the Agreement.

6.3. Add the following provisions to the Attachment or Appendix for Resale

CIS.1 For Resale service, AT&T will provide Customer Information Services to CLEC's End Users where technically feasible and/or available to AT&T retail End Users. Dialing, response, and sound quality will be provided in parity to AT&T retail End Users.

CIS.2 CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC's location and its End Users' service locations.

CIS.3 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T for billing to Resale End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T.

CIS.4 AT&T shall not be responsible for the manner in which utilization of Resale Services or the associated charges are allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.

CIS.5 Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.

CIS.6 If CLEC does not wish to be responsible for payment of charges for calling card, collect, or third number billed calls (Alternately Billed Traffic or "ABT") or toll and information services (for example, 900 calls), CLEC must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

7. The Parties agree to replace Section N from the Agreement with the following language:

N. Notices

- N.1 Notices given by CLEC to AT&T under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
 - N.1.1 delivered by electronic mail (email).
 - N.1.2 delivered by facsimile.
- N.2 Notices given by AT&T to the CLEC under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
 - N.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section N.4 below.
 - N.2.2 delivered by facsimile provided CLEC has provided such information in Section N.4 below.
- N.3 Notices will be deemed given as of the earliest of:
 - N.3.1 the date of actual receipt.
 - N.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent.
 - N.3.3 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient’s time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient’s time zone.
- N.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Lori M. Brosky, SR Manager of Contract Administration and Compliance
STREET ADDRESS	5850 Granite Parkway, Suite 330
CITY, STATE, ZIP CODE	Plano, TX 75024
PHONE NUMBER*	(469) 609-4405
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	Lmbrosky@West.com

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

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

- N.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section N. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.
- N.6 In addition, CLEC agrees that it is responsible for providing AT&T with CLEC’s OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement

apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to AT&T to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section N. notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.

N.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CLEC.

N.6.2 CLEC may be able to place orders for certain services in AT&T without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities will cease, and CLEC will not be able to place orders until thirty (30) days after CLEC has properly updated its CLEC Profile.

N.7 AT&T communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

8. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
9. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
10. 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.
11. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
12. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
13. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
14. For North Carolina: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing.

Exhibit A – Listing of Agreements

AT&T ILEC	CLEC's Previous Legal Name	CLEC's New Legal Name	Contract Type	Approval Date
The Ohio Bell Telephone Company d/b/a AT&T OHIO	Intrado Communications, Inc.	West Safety Communications, Inc.	Interconnection Agreement	August 28, 2009
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Intrado Communications, Inc.	West Safety Communications, Inc.	Interconnection Agreement	November 2, 2009

**EXHIBIT B - ATTACHMENT – OPERATOR SERVICES
AND DIRECTORY ASSISTANCE
(f/k/a CUSTOMER INFORMATION SERVICES)**

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1.0 INTRODUCTION

1.1 This Attachment sets forth the rates, terms and conditions under which AT&T-21STATE shall provide Operator Services/Directory Assistance (OS/DA) and Listings.

1.2 OS/DA:

1.2.1 This Attachment sets forth the rates, terms and conditions under which the Parties shall jointly carry out OS/DA on a wholesale basis for CLEC End Users residing in AT&T-21STATE's local Exchange territory, regardless of whether CLEC is serving its End Users via:

1.2.1.1 CLEC's own physical Switches; or

1.2.1.2 Resale of AT&T-21STATE Retail OS/DA service.

1.2.2 CLEC shall be the retail OS/DA provider to its End Users, and AT&T-21STATE shall be the wholesale provider of OS/DA operations to CLEC. AT&T-21STATE shall answer CLEC's End User OS/DA calls on CLEC's behalf, as follows:

1.2.2.1 When the End User dials 0- or 0+ the telephone number, AT&T-21STATE shall provide the Operator Services described in Section 3.4 below. CLEC may set its own retail OS/DA rates, and CLEC therefore acknowledges its responsibility to obtain (a) End User agreement to the OS/DA retail rates (e.g., by tariff or contract), and (b) any necessary regulatory approvals for its OS/DA retail rates.

1.2.2.2 In response to CLEC End User inquiries about OS/DA rates, where available and technically feasible, AT&T-21STATE operators shall quote CLEC retail OS/DA rates, provided by CLEC (see Section 3.6 below). If further inquiries are made about rates, billing and/or other "business office" questions, AT&T-21STATE's OS/DA operators shall direct the calling party's inquiries to a CLEC-provided contact number (also see Section 3.6 below).

1.2.3 CLEC shall pay the applicable OS/DA rates found in the Pricing Sheet based upon CLEC's status as a Facilities-Based CLEC or a reseller. Provided however, CLEC may serve both as a reseller and as a facilities-based provider and CLEC may convert its facilities-based End Users to Resale service, or vice versa, as described below in Section 3.6.7 below.

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

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

1.3 Listings:

1.3.1 This Attachment sets forth terms and conditions that apply to Resale and Facility-Based CLECs for subscriber listing information provided by AT&T-21STATE.

2.0 DEFINITIONS

2.1 "Consolidated Reference Rater (CRR)" provides reference information (business office and repair numbers) and rate quotes for CLEC End Users.

2.2 "Facilities-Based CLEC" means a CLEC that provides service through its own switch or a Third Party provider's switch.

2.3 "General Assistance" means a service in which the End User dialing - 0 asks the OS operator for assistance. The operator will respond in accordance with OS methods and practices that are in effect at the time the End User makes an OS call where available and technically feasible.

- 2.4 “Listings” means information identifying the listed names of subscribers of carriers and subscribers’ telephone numbers, addresses or primary advertising classification or any combination, and that carrier or affiliate has published, caused to be published or accepted for publication in any directory format.
- 2.5 “Services” means Operator Services/Directory Assistance (OS/DA) and Listings.
- 2.6 “Toll Center Code” means the three digit access tandem code (“ATC”) that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions.
- 3.0 OPERATOR SERVICES (OS) / DIRECTORY ASSISTANCE (DA)**
- 3.1 Dialing Parity:
- 3.1.1 AT&T-21STATE will provide OS/DA to CLEC’s End Users with no unreasonable dialing delays and at dialing parity with AT&T-21STATE retail OS/DA services.
- 3.2 Response Parity:
- 3.2.1 Where available and technically feasible, CLEC’s End Users shall be answered by AT&T-21STATE’s OS and DA platforms with the same priority and using the same methods as for AT&T-21STATE’s End Users.
- 3.2.2 Any technical difficulties in reaching the AT&T-21STATE OS/DA platform (e.g., cable cuts in the OS/DA trunks, unusual OS/DA call volumes, etc.) will be experienced at parity with AT&T-21STATE End Users served via that same AT&T-21STATE End Office Switch.
- 3.3 Requirements to Physically Interconnect:
- 3.3.1 This section describes the physical interconnection and trunking requirements for a Facilities-Based CLEC to interconnect with AT&T-21STATE’s OS/DA switches.
- 3.3.2 The demarcation point for OS/DA traffic between the Parties’ networks need not coincide with the point of interconnection for the physical interconnection of all other inter-carrier voice traffic, but at a minimum must be in the Local Access and Transport Area (LATA) in which the CLEC’s OS/DA traffic originates.
- 3.3.2.1 Because CLEC’s switch may serve End Users in more than one LATA, the Parties agree that CLEC’s OS/DA traffic originates from the physical location of the End User dialing 0, 411, or 555-1212 and not the physical location of CLEC’s switch.
- 3.3.2.2 To the extent CLEC is serving via circuit-switched wireless technology, the physical location of the End User dialing 0, 411, or 555-1212 shall be deemed the End User’s physical billing address, regardless of whether the End User may be roaming at the time of placing the OS/DA call.
- 3.3.3 The Parties will establish an OS/DA demarcation point at the AT&T-21STATE’s OS/DA switch. By mutual agreement, an alternative OS/DA demarcation point may be determined based on the following factors:
- 3.3.3.1 The size and type of facilities needed to carry CLEC’s switch-based OS/DA traffic;
- 3.3.3.2 Whether CLEC wishes to interconnect for OS or DA, or both;
- 3.3.3.3 Whether CLEC or CLEC’s Affiliate is collocated in an AT&T-21STATE local tandem office and wishes to use the collocation as the OS/DA demarcation point; and
- 3.3.3.4 Whether CLEC or CLEC’s Affiliate already has existing OS/DA facilities in place to the AT&T-21STATE’s OS/DA platforms.
- 3.3.4 CLEC shall be financially responsible for the transport facilities to the AT&T-21STATE’s switch(es). CLEC may self-provision these OS/DA facilities, lease them from Third Parties, or lease them from AT&T-21STATE’s intrastate Special Access Tariff. CLEC shall remain financially responsible for the transport facilities to the AT&T-21STATE’s switch(es) and/or any one-way trunk groups from its designated operator assistance and directory assistance (or OA/DA) switch to the AT&T-21STATE operator assistance switch until CLEC initiates and successfully disconnects such transport facilities and/or trunk groups.
- 3.3.5 General OS/DA Trunking Requirements:

- 3.3.5.1 CLEC will initiate an Access Service Request (ASR) for all OS/DA trunk groups from its switch to the appropriate AT&T-21STATE OS/DA switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling. Unless technically infeasible, AT&T-21STATE will provision all such one-way trunk groups in the same manner and at the same intervals as for all other interconnection trunks between the Parties.
- 3.3.5.2 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the AT&T-21STATE End Offices to the AT&T-21STATE OS/DA switches that are equipped to accept 10-Digit Signaling for Automatic Number Identification (ANI).
- 3.3.5.3 Where EAOSS is not available, Modified Operator Services Signaling (MOSS) will be utilized, and a segregated one-way trunk group with MF signaling will be established from CLEC to each AT&T-21STATE OS/DA switch for each served Numbering Plan Area (NPA) in the LATA.
- 3.3.6 Specific OS/DA Trunk Groups and Their Requirements
 - 3.3.6.1 Operator Service Trunks:
 - 3.3.6.1.1 CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE OS switch serving OS End Users in that LATA. An OS only trunk group will be designated with the appropriate OS traffic use code and modifier. If the trunk group transports combined OS/DA/DACC over the same trunk group, then the group will be designated with a different traffic use code and modifier for combined services. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
 - 3.3.6.2 DA/DA Call Completion (DACC) Trunks:
 - 3.3.6.2.1 Where permitted, CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE DA switch serving DA End Users in that LATA. If the trunk group transports DA/DACC only, but not OS, then the trunk group will be designated with the appropriate DA traffic use code and modifier.
 - 3.3.6.2.2 In AT&T-12STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with a different appropriate traffic use code and modifier from that used for a DA/DACC only trunk group. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
 - 3.3.6.2.3 In AT&T SOUTHEAST REGION 9-STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with an appropriate traffic use code and modifier. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
- 3.4 Operator Services Call Processing and Rates:
 - 3.4.1 AT&T-21STATE will assess its OS charges based upon whether the CLEC End User is receiving (a) manual OS (i.e., provided via an operator), or (b) automated OS (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without operators where available and technically feasible). The Pricing Sheet contains the full set of OS recurring and nonrecurring rates.
 - 3.4.2 AT&T-21STATE will provide OS to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with OS methods and practices in effect at the time the CLEC End User makes an OS call.
- 3.5 Directory Assistance Call Processing and Rates:
 - 3.5.1 AT&T-21STATE DA charges are assessed on a flat rate per call, regardless of call duration. The Pricing Sheet contains the recurring and nonrecurring rates.
 - 3.5.2 AT&T-21STATE will provide DA Services to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with DA Services methods and practices that are in effect

at the time CLEC End User makes a DA call. AT&T-21STATE will provide the following DA services to a CLEC End User:

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

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

- 3.6.1 CLEC End Users will hear silence upon connecting with the OS/DA switch. As an alternative to silence, CLEC may custom brand for which custom brand charges will apply.
 - 3.6.1.1 CLEC will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTQ), to AT&T-21STATE in conformity with the format, length, and other requirements specified for all CLECs on the AT&T CLEC Online website.
 - 3.6.1.2 AT&T-21STATE will then perform all of the loading and testing of the announcement for each applicable OS/DA switch prior to live traffic. CLEC may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner. CLEC will be responsible for paying subsequent loading and testing charges.
 - 3.6.1.3 CLEC understands that End Users may not perceive silent announcements as ordinary mechanical handling of OS/DA calls.
 - 3.6.1.4 CLEC agrees that if it does not brand the call, CLEC shall indemnify and hold AT&T-21STATE harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing End User.
- 3.6.2 AT&T-21STATE will be responsible for loading the CLEC provided recording 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-21STATE End Users. CLEC will be responsible for paying the initial recording announcement loading charges, and thereafter, the per-call charge as well as any subsequent loading charges if new recordings or silent announcements are provided as specified above.
- 3.6.3 Branding 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 facilities-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the branding or silent load charge. These charges are mandatory, nonrecurring, and are found in the Pricing Sheet.
- 3.6.4 Where Consolidated Reference Rater (“CRR”) is available and technically feasible, the applicable CLEC-charged retail OS/DA rates and a CLEC-provided contact number (e.g., reference to a CLEC business office or repair center) are loaded into the system utilized by the OS operator.
- 3.6.5 Where CRR is available and technically feasible, AT&T-21STATE will be responsible for loading the CLEC-provided OS/DA retail rates and the CLEC provided contact number(s) into the OS/DA switches. CLEC will be responsible for paying the initial reference and rate loading charges.

- 3.6.6 CRR load charges are assessed per loaded set of rates/references, where CRR is available and technically feasible, per OCN, per state. For example, a CLEC reseller may choose to rate differently than its Facilities-Based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, with each loading incurring the rate/reference charge. These charges are mandatory, nonrecurring and are found in the Pricing Sheet.
- 3.6.7 Converting End Users from prior branded service to CLEC or silent-branded service, or between Resale and facilities-based service:
- 3.6.7.1 To the extent that CLEC has already established the branding/silent announcement recording in AT&T-21STATE OS/DA switches for both Resale and facilities-based service, then no non-recurring charges apply to the conversion of End Users from prior Resale OS/DA wholesale service to facilities-based OS/DA wholesale service, or vice versa.
- 3.6.7.2 To the extent that CLEC has not established the branding announcement recording in AT&T-21STATE OS/DA switches for Resale and/or facilities-based service, then non-recurring charges apply to set up the OS/DA call for the new type of service, as is described in Section 3.6 above, and at the rates set forth in the Pricing Sheet.

4.0 LISTINGS

4.1 General Provisions:

- 4.1.1 Subject to state requirements and AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of listings, AT&T-21STATE will make available to CLEC, for CLEC End Users, non-discriminatory access to listings in the same manner as AT&T-21STATE makes listings available to AT&T-21STATE retail End Users.

4.2 Responsibilities of the Parties:

- 4.2.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE will include in appropriate white pages directories the primary alphabetical listings of CLEC End Users located within the AT&T-21STATE ILEC Territory. When CLEC provides its subscriber listing information to AT&T-21STATE listings database, CLEC will receive for its End User, one primary listing in AT&T-21STATE white pages directory and a listing in AT&T-21STATE's DA database at no charge, other than applicable service order charges as set forth in the Pricing Sheet.
- 4.2.1.1 Except in the case of a Local Service Request (LSR) submitted solely to port a number from AT&T SOUTHEAST REGION 9-STATE, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in AT&T-21STATE's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate.
- 4.2.1.2 Listing Information Confidentiality:
- 4.2.1.2.1 AT&T-21STATE will afford CLEC's directory listing information the same level of confidentiality that AT&T-21STATE affords its own directory listing information.
- 4.2.1.3 Unlisted/Non-Published End Users:
- 4.2.1.3.1 CLEC will provide to AT&T-21STATE the names, addresses and telephone numbers of all CLEC End Users who wish to be omitted from directories. Non-listed/Non-Published listings will be subject to the rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings.

4.2.1.4 Additional Listings:

4.2.1.4.1 Where a CLEC End User requires listings in addition to the primary listing to appear in the white pages directory, AT&T-21STATE will offer such listings at rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings. CLEC shall furnish to AT&T-21STATE subscriber listing information pertaining to CLEC End Users located within the AT&T-21STATE ILEC Territory, along with such additional information as AT&T-21STATE may be required to include in the alphabetical listings of said directory. CLEC shall refer to the AT&T CLEC Online website for methods, procedures and ordering information.

4.2.2 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-21STATE via a mechanized feed of the directory listing information to AT&T-21STATE's Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the Effective Date of this Agreement, or upon CLEC reaching a volume of two hundred (200) listing updates per day, whichever comes first. CLEC's subscriber listings will be interfiled (interspersed) in the directory among AT&T-21STATE's subscriber listing information. CLEC will submit listing information within one (1) business day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the DA database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close (a/k/a last listing activity) date.

4.2.3 White Page Directories:

4.2.3.1 Subject to state requirements and AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, each CLEC subscriber may receive one copy per primary End User listing, as provided by CLEC, of the appropriate AT&T-21STATE white pages directory in the same manner, format and at the same time that they are delivered to AT&T-21STATE's retail End Users.

4.2.4 Use of Subscriber Listing Information:

4.2.4.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber (i.e., End User) listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as AT&T-21STATE's subscriber listing information. In exchange for AT&T-21STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T-21STATE to include and use the CLEC subscriber listing information provided to AT&T-21STATE DA databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is AT&T-21STATE's use of CLEC's subscriber listing information in AT&T-21STATE's DA, DA related products and services, and directory products and services.

4.2.4.2 AT&T-21STATE further agrees not to charge CLEC for serving as the single point of contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for AT&T-21STATE's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be interfiled (interspersed) with AT&T-21STATE'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-21STATE.

- 4.2.5 Upon identification and notice of non-compliance by AT&T-21STATE, CLEC agrees to pay all direct costs incurred by AT&T-21STATE as a result of CLEC not complying with the terms of this Attachment and in accordance with the Limitations of Liability section in the General Terms and Conditions Attachment of this Agreement.
- 4.2.6 This Attachment shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture.
- 4.2.7 Breach of Contract:
 - 4.2.7.1 If either Party is found to have materially breached the Listings terms of this Attachment, the non-breaching Party may terminate the Listings terms of this Attachment by providing written Notice to the breaching Party, whereupon this Attachment shall be null and void with respect to any issue of white pages directory published sixty (60) or more calendar days after the date of receipt of such written Notice. CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates and vendor as a result of such CLEC breach.
- 4.2.8 General Conditions for Listings:
 - 4.2.8.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any Listings Service offerings that are provided under this Attachment on ninety (90) days' written notice in the form of an Accessible Letter.
 - 4.2.8.2 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of Listings products and/or services to CLEC End Users under this Section.

5.0 GENERAL CONDITIONS FOR OPERATOR SERVICES (OS), DIRECTORY ASSISTANCE (DA)

- 5.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any OS and/or DA feature of Service(s) offerings that are provided under this Attachment on one hundred eighty (180) days' written notice in the form of an Accessible Letter.
- 5.2 Termination:
 - 5.2.1 If the CLEC terminates OS and/or DA service prior to the expiration of the term of this Agreement, CLEC shall pay AT&T-21STATE, within thirty (30) calendar days of the issuance of any bills by AT&T-21STATE, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by AT&T-21STATE pursuant to this Attachment prior to its termination. The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in the Pricing Sheet.
- 5.3 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of OS and/or DA products/services to CLEC End Users under this Attachment.

6.0 TERMINATION – ENTIRE ATTACHMENT 06 – OPERATOR ASSISTANCE AND DIRECTORY ASSISTANCE SERVICES

- 6.1 The Parties reserve the right to suspend or terminate, without penalty, this Attachment in its entirety on one hundred eighty (180) days' written notice. The Attachment will be coterminous with the ICA or will continue until the Party desiring to terminate this Attachment provides one hundred eighty (180) days' written Notice to the other Party of the date the Attachment will terminate ("Termination Date"), whichever date is earlier.

EXHIBIT C - PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	NC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	NC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	NC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU
6	NC	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	NC	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	NC	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			Per Call
6	NC	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.10			Per Call
6	NC	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	NC	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	NC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	NC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	NC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			monthly
6	NC	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	NC	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	NC	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	NC	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	NC	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			Per Call
6	NC	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			Per Call
6	NC	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	NC	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	NC	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	initial listing is no charge
6	NC	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	NC	BRANDING - OPERATOR CALL PROCESSING	Loading of OA Custom Branded Announcement per Switch per OCN				N/A	1,170.00	1,170.00	per switch per OCN
6	NC	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				21.50% (Res) 17.60% (Bus)	N/A	N/A	Flat Rate Discount for Resale
6	NC	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				21.50% (Res) 17.60% (Bus)	N/A	N/A	Flat Rate Discount for Resale
6	NC	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per OCN (1 OCN per Order)				N/A	420.00	420.00	OCN

EXHIBIT C - PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
6	NC	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per Switch per OCN				N/A	16.00	16.00	per switch per OCN
6	NC	BRANDING - OPERATOR CALL PROCESSING	Unbranding - Loading of OA per OCN (Regional)				N/A	1,200.00	1,200.00	OCN

EXHIBIT C - PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	OH	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		\$0.00			MOU
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		\$ 0.40	NA		per call
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance National Directory Assistance (NDA), per call	XPU	OPEN		\$ 0.65	NA		per call
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Reverse Directory Assistance (RDA), per call	XPU	OPEN		\$ 0.65	NA		per call
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Business Category Search (BCS) where applicable, per call	XPU	OPEN		\$ 0.65	NA		per call
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC), per call	XPU	OPEN		\$ 0.15	NA		per call
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load, per switch per OCN				NA	\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding and Reference/Rate Look Up, per OS/DA call	XPU	OPEN		\$ 0.03	NA		per OS/DA call
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Initial Load, per state, per OCN				NA	\$ 5,000.00		per state, per OCN
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Subsequent Load, per state, per OCN				NA	NA	\$ 1,500.00	per state, per OCN
6	OH	OPERATOR CALL PROCESSING	Operator Services Fully Automated Call Processing, per call	XPU	OPEN		\$ 0.15	NA		per call
6	OH	OPERATOR CALL PROCESSING	Operator Assisted Call Processing - All Types, per work second	XPU	OPEN		\$ 0.03	NA		per work second
6	OH	DIRECTORY LISTING PRODUCT	DA Listings - per listing for initial load				NA	\$ 0.040		per listing
6	OH	DIRECTORY LISTING PRODUCT	DA Listings - per listing for subsequent updates				\$ 0.060			per listing
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Initial / Subsequent Load - per trunk group					\$800.00	\$800.00	per trunk group
6	OH	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	OH	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	OH	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				20.29%	N/A	N/A	Flat Rate Discount for Resale
6	OH	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				20.29%	N/A	N/A	Flat Rate Discount for Resale