

MFN AGREEMENT

This MFN Agreement ("MFN Agreement"), which shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days after approval by such Commission ("Effective Date"), is entered into by and between Advantage Cellular Systems, Inc. ("CLEC"), a Tennessee Corporation on behalf of itself, and BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee, ("AT&T"), having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, CLEC has requested that AT&T make available the Interconnection Agreement in its entirety executed between AT&T and Ben Lomand Communications, LLC dated July 7, 2009 for the State of Tennessee ("Interconnection Agreement").

WHEREAS, pursuant to Section 252(i) of the Act, for purposes of this MFN Agreement, CLEC has adopted the Interconnection Agreement for the State of Tennessee;

NOW, THEREFORE, in consideration of the promises and mutual covenants of this MFN Agreement, CLEC and AT&T hereby agree as follows:

1. **AT&T-9STATE** shall be defined as the States of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

2. CLEC and AT&T shall adopt in its entirety the Interconnection Agreement dated July 7, 2009 and any and all amendments to said Interconnection Agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this MFN Agreement. The Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this Interconnection Agreement with amendment(s) consists of the following:

ITEM
Adoption Papers
Signature Page
Exhibit 1 Cover Page
Ben Lomand Communications, LLC Agreement - Dated August 7, 2009

3. In the event that CLEC consists of two (2) or more separate entities as set forth in the preamble to this MFN Agreement, all such entities shall be jointly and severally liable for the obligations of CLEC under this MFN Agreement.

4. The term of this MFN Agreement shall be from the Effective Date as set forth above and shall expire as set forth in Section 2 of the General Terms and Conditions of the Interconnection Agreement. For the purposes of determining the expiration date of this MFN Agreement, the expiration date shall be August 7, 2012.

5. CLEC shall accept and incorporate any approved amendments to the Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

6. In entering into this MFN Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this MFN Agreement with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this MFN Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review.

7. Every notice, consent or approval of a legal nature, required or permitted by this MFN Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid addressed to:

To AT&T:

Contract Management
ATTN: Notices Manager
311 S. Akard, 9th Floor
Dallas, TX 75202-5398
Facsimile Number: 214-464-2006

With a Copy To:

Business Markets Attorney
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

To CLEC:

111 High Street
Alexandria, TN 37012
615-529-1500

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this MFN Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

Advantage Cellular Systems, Inc.

By: Leslie Greer

Name: Leslie Greer

Title: CEO

Date: March 10, 2010

BellSouth Telecommunications, Inc. d/b/a
AT&T Tennessee, by AT&T Operations, Inc.,
its authorized agentBy: Eddie A. Reed, Jr.

Name: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 3-16-10

EXHIBIT 1

AT&T Wholesale Agreement

Contract Number: 8458

Customer Name: Ben Lomand Communications, LLC

Ben Lomand Communications, LLC - Indirect Interconnection	2
Table of Contents	3
General Terms and Conditions	5
Signature Page	19
Attachment 1 - Interconnection	20
Attachment 2 - Billing	45
Attachment 3 - Access to Numbers and Number Portability	58
Attachment 4 - Operations Support Systems	62
Attachment 5 - Structure Access	76
Attachment 6 - Pricing Schedule	109

By and Between

BellSouth Telecommunications, Inc.

And

Ben Lomand Communications, LLC

TABLE OF CONTENTS

General Terms and Conditions

Definitions

1. CLEC Certification
2. Term of the Agreement
3. Nondiscriminatory Access .
4. Intellectual Property Rights and Indemnification
5. Proprietary and Confidential Information
6. Resolution of Disputes
7. Taxes
8. Force Majeure
9. Adoption of Agreements
10. Modification of Agreement
11. Non-waiver of Legal Rights
12. Indivisibility
13. Severability
14. Non-Waivers
15. Governing Law
16. Assignments
17. Notices
18. Rule of Construction
19. Headings of No Force or Effect
20. Multiple Counterparts
21. Filing of Agreement
22. Compliance with Law
23. Necessary Approvals
24. Good Faith Performance
25. Rates
26. Survival

27. Entire Agreement

Attachment 1 - Network Interconnection

Attachment 2 - Billing

Attachment 3 - Access to Numbers and Number Portability

Attachment 4 – Operations Support Systems

Attachment 5 - Structure Access

Attachment 6 – Pricing Schedule

**AGREEMENT
GENERAL TERMS AND CONDITIONS**

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee (AT&T), and Ben Lomand Communications, LLC (Ben Lomand), a Tennessee Corporation, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either AT&T or Ben Lomand or both as a "Party" or "Parties."

WITNESSETH

WHEREAS, AT&T is a local exchange telecommunications company authorized to provide Telecommunications Services (as defined below) in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, Ben Lomand is or seeks to become a CLEC to provide telecommunications services in the state of Tennessee; and

WHEREAS, the Parties wish to interconnect their facilities and exchange traffic pursuant to Sections 251 and 252 of the Act as set forth herein; and

NOW THEREFORE, in consideration of the mutual agreements contained herein, AT&T and Ben Lomand agree as follows:

Definitions

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

AT&T-22STATE is defined as the AT&T-owned ILEC(s) doing business in Alabama, Arkansas, California, Connecticut, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, Texas and Wisconsin.

AT&T-9STATE is defined as the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

Commission is defined as the appropriate regulatory agency in each state of AT&T Southeast Region 9-State (Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee).

Competitive Local Exchange Carrier (CLEC) means a telephone company certificated by the Commission to provide local exchange service within AT&T's franchised area.

INDIRECT INTERCONNECTION AGREEMENT – 03/13/08

Effective Date is defined as the date that the Agreement is effective for purposes of rates, terms and conditions and shall be thirty (30) days after the date of the last signature executing the Agreement. Future amendments for rate changes will also be effective thirty (30) days after the date of the last signature executing the amendment.

End User means the ultimate user of the Telecommunications Service.

FCC means the Federal Communications Commission.

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

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

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

1 CLEC Certification

1.1 Ben Lomand agrees to provide AT&T in writing Ben Lomand's CLEC certification for each state covered by this Agreement prior to AT&T filing this Agreement with the Commission in that state for approval.

1.2 Should Ben Lomand's certification in any state be rescinded or otherwise terminated, AT&T may, at its election, terminate this Agreement immediately with respect to that state and all monies owed on all outstanding invoices for services in that state shall become due, and AT&T may refuse to provide services hereunder in that state until certification is reinstated in that state. Ben Lomand shall provide an effective authorization to do business issued by the secretary of state or equivalent authority in each state covered by this Agreement.

2 Term of the Agreement

2.1 The term of this Agreement shall be three (3) years, beginning on the Effective Date and shall apply to the AT&T Southeast Region 9-State in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. Notwithstanding any prior agreement of the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date.

2.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of the initial term of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (Subsequent Agreement). If as of the expiration of the initial term of this Agreement, a Subsequent Agreement has not been executed by the Parties, then except as set forth in Sections 2.3.1 and 2.3.2 below, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' right and obligations with respect to this Agreement after expiration of the initial term shall be as set forth in Section 2.3 below.

2.3 If, after one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent

INDIRECT INTERCONNECTION AGREEMENT – 03/13/08

Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. § 252.

2.3.1 Ben Lomand may request termination of this Agreement only if it is no longer purchasing services pursuant to this Agreement. Except as set forth in Section 2.3.2 below, notwithstanding the foregoing, in the event that as of the date of expiration of the initial term of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 2.3 above, then AT&T may terminate this Agreement upon sixty (60) days notice to Ben Lomand. In the event that AT&T terminates this Agreement as provided above, AT&T shall continue to offer services to Ben Lomand pursuant to the rates, terms and conditions set forth in AT&T's then current standard interconnection agreement. In the event that AT&T's standard interconnection agreement becomes effective between the Parties, the Parties may continue to negotiate a Subsequent Agreement.

2.3.2 Notwithstanding Section 2.3 above, in the event that as of the expiration of the initial term of this Agreement the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 2.3 above and AT&T is not providing any services under this Agreement as of the date of expiration of the initial term of this Agreement, then this Agreement shall not continue on a month-to-month basis but shall be deemed terminated as of the expiration date hereof.

2.4 In addition to any right of either Party as set forth in this Agreement, each Party reserves the right to suspend access to ordering systems, refuse to process additional or pending applications for service, or terminate service in the event of prohibited, unlawful or improper use of the other Party's facilities or service, abuse of the other Party's facilities or any other material breach of this Agreement, and all monies owed on all outstanding invoices shall become due.

2.5 If, at any time during the term of this Agreement, AT&T is unable to contact Ben Lomand pursuant to the Notices provision hereof or any other contact information provided by Ben Lomand under this Agreement, and there are no active services being provisioned under this Agreement, then AT&T may, at its discretion, terminate this Agreement, without any liability whatsoever, upon sending of notification to Ben Lomand pursuant to the Notices section hereof.

3 Nondiscriminatory Access

The quality of the interconnection between the network of AT&T and the network of Ben Lomand shall be at a level that is equal to that which AT&T provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within AT&T's network and shall extend to a consideration of service quality as perceived by End Users and service quality as perceived by Ben Lomand.

4. Liability and Indemnification

4.1 In the event that a Party consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, or any third party places orders under this Agreement using that Party's company codes or identifiers, all such entities shall be jointly and severally liable for the obligations of that Party under this Agreement.

4.2 Liability for Acts or Omissions of Third Parties. AT&T shall not be liable to Ben Lomand for any act or omission of another Telecommunications company providing any services to Ben Lomand. Ben Lomand shall not be liable to AT&T for any act or omission of another Telecommunications company providing any services to AT&T.

4.3 Limitation of Liability. Except for any indemnification obligations of the Parties hereunder or except in the event of gross negligence or willful misconduct, each Party's liability to the other for any loss,

INDIRECT INTERCONNECTION AGREEMENT – 03/13/08

cost, claim, injury, liability or expense, including reasonable attorneys' fees relating to or arising out of any cause whatsoever, whether based in contract, negligence or other tort, strict liability or otherwise, relating to the performance of this Agreement, shall not exceed a credit for the actual cost of the services or functions not performed or improperly performed.

4.3.1

Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to the 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 that applicable person for the service, product or function that gave rise to such loss and (ii) consequential damages. To the extent that a Party (First Party) elects not to place in its tariffs or contracts such limitations of liability, and the other Party (Second Party) incurs a loss as a result thereof, the First Party shall, except to the extent caused by the Second Party's gross negligence or willful misconduct, indemnify and reimburse the Second Party for that portion of the loss that would have been limited had the First Party included in its tariffs and contracts the limitations of liability that the Second Party included in its own tariffs at the time of such loss.

4.3.2

Neither AT&T nor Ben Lomand shall be liable for damages to the other Party's terminal location, equipment or End User premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a Party's gross negligence or willful misconduct or by a Party's failure to ground properly a local loop after disconnection.

4.3.3

Except in the instance of loss resulting from willful misconduct or gross negligence, a Party shall not be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the services or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

4.3.4

To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.

4.4

Indemnification for Certain Claims. Except to the extent caused by the indemnified Party's gross negligence or willful misconduct, the Party providing services hereunder, its Affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving Party's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving Party's own communications, or (2) any claim, loss or damage claimed by the End User of the Party receiving services arising from such company's use or reliance on the providing Party's services, actions, duties, or obligations arising out of this Agreement.

4.5

Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR

INDIRECT INTERCONNECTION AGREEMENT – 03/13/08

PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

5

Intellectual Property Rights and Indemnification

5.1

No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. The Parties are strictly prohibited from any use, including but not limited to, in the selling, marketing, promoting or advertising of telecommunications services, of any name, service mark, logo or trademark (collectively, the "Marks") of the other Party. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use. The Parties acknowledge that they are separate and distinct and that each provides a separate and distinct service and agree that neither Party may, expressly or impliedly, state, advertise or market that it is or offers the same service as the other Party or engage in any other activity that may result in a likelihood of confusion between its own service and the service of the other Party.

5.2

Ownership of Intellectual Property. Any intellectual property that originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited, non-assignable, non-exclusive, non-transferable license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right, now or hereafter owned, controlled or licensable by a Party, is granted to the other Party. Neither shall it be implied nor arise by estoppel. Any trademark, copyright or other proprietary notices appearing in association with the use of any facilities or equipment (including software) shall remain on the documentation, material, product, service, equipment or software. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

5.3

Intellectual Property Remedies

5.3.1

Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 3 above.

5.3.2

Claim of Infringement

5.3.2.1

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

5.3.2.2

modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or

5.3.2.3

obtain a license sufficient to allow such use to continue.

5.3.2.4

In the event Sections 5.3.2.2 or 5.3.2.3 above are commercially unreasonable, then said Party may terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

INDIRECT INTERCONNECTION AGREEMENT – 03/13/08

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

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

5.3.5 Dispute Resolution. Any claim arising under Section 5.1 and 5.2 above shall be excluded from the dispute resolution procedures set forth in Section 6 below and shall be brought in a court of competent jurisdiction.

6 Proprietary and Confidential Information

6.1 It may be necessary for AT&T and Ben Lomand, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.

6.2 Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient will not make any copies of the Information inspected by it.

6.3 Exceptions

6.3.1 Recipient will not have an obligation to protect any portion of the Information which:

6.3.2 (a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.

6.4 Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. § 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the FCC or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.

INDIRECT INTERCONNECTION AGREEMENT – 03/13/08

6.5 Recipient agrees not to publish or use the Information for any advertising, sales or marketing promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.

6.6 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, application or other intellectual property right that is now or may hereafter be owned by the Discloser.

6.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

7 Resolution of Disputes

Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the aggrieved Party, if it elects to pursue resolution of the dispute, shall petition the Commission for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

8 Taxes

8.1 Definition. For purposes of this Section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income. In the event that any taxes or fees are assessed pursuant to or as a result of this Agreement, such taxes and fees will be handled as set forth in this Section.

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

8.2.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

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

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

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

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

8.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefore, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its

INDIRECT INTERCONNECTION AGREEMENT – 03/13/08

own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

- 8.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 8.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 8.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 8.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party

- 8.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 8.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 8.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.
- 8.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 8.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 8.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against

INDIRECT INTERCONNECTION AGREEMENT – 03/13/08

any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorneys' fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

8.4.7

Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

8.5

Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

9

Force Majeure

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

10

Adoption of Agreements

The Parties agree that controlling law and regulations established pursuant to 47 U.S.C. § 252 (i) shall apply with respect to the adoption by Ben Lomand of any agreement filed and approved pursuant to 47 U.S.C. § 252. The Parties shall adopt such approved other interconnection agreement within a reasonable period of time. The adopted interconnection agreement shall apply to the same states as such other interconnection agreement. The term of the adopted interconnection agreement shall expire on the same date as set forth in the agreement that was adopted.

11

Modification of Agreement

11.1

If a Party changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of that Party to notify the other Party of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

11.1.1

In the event Ben Lomand desires to transfer any services hereunder to another provider of Telecommunications Service, or Ben Lomand desires to assume hereunder any services provisioned by AT&T to another provider of Telecommunications Service, the implementation of such transfer of services by AT&T shall be subject to separately negotiated rates, terms and conditions.

INDIRECT INTERCONNECTION AGREEMENT – 03/13/08

11.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

11.3 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Ben Lomand or AT&T to perform any material terms of this Agreement, Ben Lomand or AT&T may, on thirty (30) days' written notice, require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within forty-five (45) days after such notice, and either Party elects to pursue resolution of such amendment such Party shall pursue the dispute resolution procedure set forth in Section 6 above.

12 Non-waiver of Legal Rights

Execution of this Agreement by either Party does not confirm or imply that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

13 Indivisibility

Subject to Section 13 (Severability), the Parties intend that this Agreement be indivisible and nonseverable, and each of the Parties acknowledges that it has assented to all of the covenants and promises in this Agreement as a single whole and that all of such covenants and promises, taken as a whole, constitute the essence of the contract. The Parties further acknowledge that this Agreement is intended to constitute a single transaction, that the obligations of the Parties under this Agreement are interdependent, and that payment obligations under this Agreement are intended to be recouped against other payment obligations under this Agreement.

14 Severability

If any provision of this Agreement, or part thereof, shall be held invalid or unenforceable in any respect, the remainder of the Agreement or provision shall not be affected thereby, provided that the Parties shall negotiate in good faith to reformulate such invalid provision, or part thereof, or related provision, to reflect as closely as possible the original intent of the parties, consistent with applicable law, and to effectuate such portions thereof as may be valid without defeating the intent of such provision and in a manner that bestows the same economic benefits established by this Agreement. In the event the Parties are unable to mutually negotiate such replacement language, either Party may elect to pursue resolution consistent with the terms and conditions set forth in Section 6 above.

15 Non-Waivers

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

16 Governing Law

Where applicable, this Agreement shall be governed by and construed in accordance with federal and state substantive telecommunications law, including rules and regulations of the FCC and appropriate Commission. In all other respects, this Agreement shall be governed by and construed

INDIRECT INTERCONNECTION AGREEMENT – 03/13/08

and enforced in accordance with the laws of the State of Georgia without regard to its conflict of laws principles.

17

Assignments

Any assignment by either Party to any entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, shall be void in the absence of the prior written consent of the other Party which shall not be unreasonably withheld. The assignee must provide evidence that it holds all necessary legal and regulatory authority to undertake the assigned rights and obligations in each state covered by this Agreement. In the event of an assignment subsequent to the receipt of the other Party's written consent, the Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Notwithstanding anything to the contrary in this Section, it shall not be unreasonable for a Party to withhold its consent to an assignment in the event that the Assigning Party is in breach of its duties under this Agreement; provided, however, that neither Party shall be permitted to assign this Agreement to any entity unless either: (1) the Assigning Party pays all bills, past due and current, under this Agreement, or (2) the assignee expressly assumes liability for payment of such bills.

18

Notices

18.1

With the exception of billing notices, governed by Attachment 2, every notice, consent, or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by certified US mail postage prepaid, or email if an email address is listed below, addressed to:

AT&T

Contract Management
ATTN: Notices Manager
311 S. Akard, 9th Floor
Four AT&T Plaza
Dallas, TN 75202-5398

and

Business Markets Attorney
Suite 4300
675 West Peachtree Street
Atlanta, GA 30375

Ben Lomand Communications, LLC

Levoy Knowles
Chief Manager
311 N. Chancery St.
McMinnville, TN 37110

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

18.2 Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent.

18.3 Notwithstanding the above, AT&T will post to AT&T's Interconnection Web site changes to its business processes and policies and shall post to AT&T's Interconnection Web site or submit through applicable electronic systems, other service and business related notices not requiring an amendment to this Agreement.

19 Rule of Construction

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

20 Headings of No Force or Effect

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

21 Multiple Counterparts

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

22 Filing of Agreement

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act, and the Parties shall share equally any filing fees therefore. If the regulatory agency imposes any public interest notice fees regarding the filing or approval of the Agreement, Ben Lomand shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by Ben Lomand. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as Ben Lomand is duly certified as a local exchange carrier in such state, except as otherwise required by a Commission.

23 Compliance with Law

The Parties have negotiated their respective rights and obligations pursuant to substantive Federal and State Telecommunications law and this Agreement is intended to memorialize the Parties' mutual agreement with respect to each Party's rights and obligations under the Act and applicable FCC and Commission orders, rules and regulations. Nothing contained herein, nor any reference to applicable rules and orders, is intended to expand on the Parties' rights and obligations as set forth herein. Consistent with Section 252 (a) of the Act and to the extent the provisions of this Agreement differ from the provisions of any Federal or State Telecommunications statute, rule or order, in effect as of the execution of this Agreement, the provisions of this Agreement shall control. Each Party shall comply at its own expense with all other laws of general applicability.

24

Necessary Approvals

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 persons that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

25

Good Faith Performance

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.

26

Rates

26.1

The Parties shall pay to each other the applicable charges set forth in this Agreement. In the event that either Party is unable to bill the applicable rate for any Service, or if no rate is established or included in this Agreement, each Party reserves the right to back bill the other for such rate, or for the difference between the rate actually billed and the rate that should have been billed pursuant to this Agreement. To the extent a rate element is omitted or no rate is established for a particular Service, the providing Party has the right not to provision such Service until the Agreement is amended to include such rate.

26.2

To the extent either Party requests a service from the other that is not included in this Agreement, such service shall be provisioned pursuant to the rates, terms and conditions set forth in the providing Party's applicable tariffs, or pursuant to a separately negotiated agreement.

27

Survival

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.

28

Entire Agreement

28.1

This Agreement means the General Terms and Conditions, the Attachments identified in Section 28.2 below, and all documents identified therein, as such may be amended from time to time and which are incorporated herein by reference, all of which, when taken together, are intended to constitute one indivisible agreement. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained in this Agreement and merges all prior discussions between them. Any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement after the effective date of this Agreement and acknowledge and agree that any and all amounts and obligations owed for services provisioned or orders placed under prior agreements between the Parties, related to the subject matter hereof, shall be due and owing under this Agreement after the effective date of this Agreement and be governed by the rates, terms and conditions of this Agreement after the effective date of this Agreement as if such services or orders were provisioned or placed under this Agreement. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

28.2

This Agreement includes Attachments with provisions for the following:

Network Interconnection

Billing

Access to Numbers and Number Portability
Operations Support Systems
Structure Access
Pricing Schedule

28.3 Centralized Message Distribution Service (CMDS) is included as an option for purchase by Ben Lomand pursuant to the terms and conditions set forth in this Agreement. Ben Lomand may elect to purchase said service by written request to its Local Contract Manager if applicable.

28.4 Any reference throughout this Agreement to a tariff, industry guideline, AT&T's technical guideline or reference, AT&T business rule, guide or other such document containing processes or specifications applicable to the services provided pursuant to this agreement, shall be construed to refer to only those provisions thereof that are applicable to these services, and shall include any successor or replacement versions thereof, all as they are amended from time to time and all of which are incorporated herein by reference and may be found at AT&T's Interconnection Web site at: www.interconnection.bellsouth.com. References to state tariffs throughout this Agreement shall be to the tariff for the state in which the services were provisioned.

General Terms and Conditions/AT&T-9State
Signature Page
Ben Lomand
Indirect Interconnection Agreement - 050107

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

Ben Lomand Communications, LLC.

By: Levoy Knowles

Name: Levoy Knowles

Title: Chief Manager

Date: 6/24/09

**BellSouth Telecommunications, Inc.
d/b/a AT&T Tennessee by AT&T
Operations, Inc., its authorized agent**

By: Rebecca L. Sparks

Name Rebecca L. Sparks

Title: EXECUTIVE DIRECTOR - REGULATORY

Date: 7/7/09

TENNESSEE OCN 4586

ACNA BNL

GENERAL TERMS AND CONDITIONS RIDER – DISASTER RECOVERY – TENNESSEE

TABLE OF CONTENTS	
Section	Section Number

General Provisions	1.0
<u>AT&T TENNESSEE</u> Disaster Recovery Plan	2.0

1.0 General Provisions

1.1 AT&T TENNESSEE hereby commits to provide Disaster Recovery to CLEC according to the plan below.

2.0 AT&T TENNESSEE Disaster Recovery Plan

2.1 In the unlikely event of a disaster occurring that affects AT&T TENNESSEE's long-term ability to deliver traffic to a CLEC, general procedures have been developed by AT&T TENNESSEE to hasten the recovery process in accordance with the Telecommunications Service Priority (TSP) Program established by the FCC to identify and prioritize telecommunication services that support national security or emergency preparedness (NS/EP) missions. A description of the TSP Program as it may be amended from time to time is available on AT&T TENNESSEE's Wholesale – Southeast Region Web site. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

2.2 These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage, and service will be restored as quickly as possible. AT&T TENNESSEE reserves the right to make changes to these procedures as improvements become available or as business conditions dictate.

2.3 This plan will cover the basic recovery procedures that would apply to every CLEC.

2.4 Single Point of Contact

2.4.1 When a problem is experienced, regardless of the severity, the AT&T TENNESSEE Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of AT&T TENNESSEE's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

2.4.2 AT&T TENNESSEE's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact AT&T TENNESSEE's ECC and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

2.4.3 The telephone number for the AT&T TENNESSEE Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516.

2.5 Identifying the Problem

2.5.1 During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only, AT&T TENNESSEE equipment only or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

2.5.2 Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the AT&T TENNESSEE NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

2.5.3 For long-term outages, recovery efforts will be coordinated by the ECC. Traffic controls will continue to be applied by the NMC until facilities are re-established. As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

2.6 Site Control

- 2.6.1 In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.
- 2.6.2 During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.
- 2.6.3 In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur:
 - 2.6.3.1 An initial assessment of the main building infrastructure systems (mechanical, electrical, fire and life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.
 - 2.6.3.2 Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.
 - 2.6.3.3 Care must be taken in this planning to ensure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)
 - 2.6.3.4 If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

2.7 Environmental Concerns

- 2.7.1 In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.
- 2.7.2 Items to be concerned with in a large central office building could include:
 - 2.7.2.1 Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.
 - 2.7.2.2 Asbestos-containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.
 - 2.7.2.3 Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.

2.7.2.4 Mercury and other regulated compounds resident in telephone equipment.

2.7.2.5 Other compounds produced by the fire or heat.

2.7.3 Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

2.7.4 At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

2.7.5 In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

2.7.6 In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

2.8 The ECC (Emergency Control Center)

2.8.1 The ECC is located in the Midtown 1 Building in Atlanta, Georgia. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to AT&T TENNESSEE's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

2.8.2 In the past, the ECC has been involved with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

2.8.3 During a major disaster, the ECC may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CLECs. The ECC will attempt to restore service as quickly as possible using whatever means is available, leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.

2.8.4 Part of the ECC's responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CLECs. Once service has been restored, the ECC will return control of the network to normal operational organizations. Any long-term changes required after service is restored will be made in an orderly fashion and will be conducted as normal activity.

2.9 Recovery Procedures

2.9.1 The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how AT&T TENNESSEE will proceed with restoration is whether or not AT&T TENNESSEE's equipment is incapacitated. Regardless of whose equipment is out of service, AT&T TENNESSEE will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

2.10 CLEC Outage

2.10.1 For a problem limited to one CLEC (or a building with multiple CLECs), AT&T TENNESSEE has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, AT&T TENNESSEE can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon AT&T TENNESSEE having concurrence from the affected CLECs.

2.10.2 Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact AT&T TENNESSEE's resolve to re-establish traffic to the original destination as quickly as possible.

2.11 AT&T TENNESSEE Outage

2.11.1 Because AT&T TENNESSEE's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged AT&T TENNESSEE equipment is different. The outage will

probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

- 2.11.2 A disaster involving any of AT&T TENNESSEE's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the CO is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.
- 2.11.3 The NMC would be the first group to observe a problem involving AT&T TENNESSEE's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

2.12 Loss of a CO

- 2.12.1 When AT&T TENNESSEE loses a CO, the ECC will
 - 2.12.1.1 Place specialists and emergency equipment on notice;
 - 2.12.1.2 Inventory the damage to determine what equipment and/or functions are lost;
 - 2.12.1.3 Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
 - 2.12.1.4 Begin reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or customers served by AT&T TENNESSEE or CLEC in accordance with the TSP priority restoration coding scheme entered in the AT&T TENNESSEE Maintenance database prior to the emergency.

2.13 Loss of a CO with SWC Functions

- 2.13.1 The loss of a CO that also serves as a SWC will be restored as described in Section 3.11.4.

2.14 Loss of a CO with Tandem Functions

- 2.14.1 When AT&T TENNESSEE loses a CO building that serves as an Access Tandem and as a SWC, the ECC will:
 - 2.14.1.1 Place specialists and emergency equipment on notice;
 - 2.14.1.2 Inventory the damage to determine what equipment and/or functions are lost;
 - 2.14.1.3 Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
 - 2.14.1.4 Begin reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or customers served by AT&T TENNESSEE or CLEC in accordance with the TSP priority restoration coding scheme entered in the AT&T TENNESSEE Maintenance database prior to the emergency;
 - 2.14.1.5 Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;
 - 2.14.1.6 Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)

2.15 Loss of a Facility Hub

2.15.1 In the event that AT&T TENNESSEE loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include:

- 2.15.1.1 Placing specialists and emergency equipment on notice;
- 2.15.1.2 Inventorying the damage to determine what equipment and/or functions are lost;
- 2.15.1.3 Moving containerized emergency equipment to the stricken area, if necessary;
- 2.15.1.4 Reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or customers served by AT&T TENNESSEE or CLEC in accordance with the TSP priority restoration coding scheme entered in the AT&T TENNESSEE Maintenance database prior to the emergency; and
- 2.15.1.5 If necessary, AT&T TENNESSEE will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

2.16 Combined Outage (CLEC and AT&T TENNESSEE Equipment)

2.16.1 In some instances, a disaster may impact AT&T TENNESSEE's equipment as well as the CLECs'. This situation will be handled in much the same way as described in Section 3.14. Since AT&T TENNESSEE and the CLECs will be utilizing temporary equipment, close coordination will be required.

2.17 T1 Identification Procedures

2.17.1 During the restoration of service after a disaster, AT&T TENNESSEE may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, AT&T TENNESSEE may be forced to "package" this traffic entirely differently than normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

2.18 Acronyms

- CLEC - Competitive Local Exchange Carrier
- CO - Central Office (AT&T TENNESSEE)
- DS3 - Facility that carries 28 T1s (672 circuits)
- ECC - Emergency Control Center (AT&T TENNESSEE)
- NMC - Network Management Center
- SWC - Serving Wire Center (AT&T TENNESSEE switch)
- T1 - Facility that carries 24 circuits
- TSP - Telecommunications Service Priority

2.19 Hurricane Information

2.19.1 During a hurricane, AT&T TENNESSEE will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout AT&T TENNESSEE. These centers are not intended to be used for escalations, but rather to keep the CLEC informed of network related issues, area damages and dispatch conditions, etc.

2.19.2 Hurricane-related information can also be found on AT&T TENNESSEE's Wholesale - Southeast Region Web site by clicking on the link "Relief Information" in the special alert box located on the Web page. Additionally, information concerning Mechanized Disaster Reports can also be found by clicking on the link "Click here for information concerning Disaster Recovery Reports" on the Hurricane Relief page.

2.20 **AT&T TENNESSEE** Disaster Management Plan

2.20.1 **AT&T TENNESSEE** maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.

Attachment 1

Network Interconnection

Version: Indirect Interconnection Agreement
05/01/07

TABLE OF CONTENTS

1. General	3
2. Definitions.....	3
3 Network Interconnection	5
4 Additional Requirements for Network Interconnection	14
Rates.....	Pricing Schedule

NETWORK INTERCONNECTION

1. General

1.1 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (Local Traffic), ISP-Bound Traffic, and exchange access (Switched Access (SWA) Traffic) on the following terms:

1.2 This Attachment pertains only to the provision of Network Interconnection as defined in Section 2 below.

1.3 Ben Lomand will provide the appropriate Operating Company Numbers (OCN) for each state as assigned by the National Exchange Carriers Association (NECA), Carrier Identification Code (CIC), if applicable, Access Customer Name and Abbreviation (ACNA) to allow AT&T to uniquely identify and segregate services purchased by Ben Lomand pursuant to this Agreement separately from those services purchased by the company from whom Ben Lomand is leasing switching.

2. Definitions

For purposes of this attachment only, the following terms shall have the definitions set forth below:

2.1 **Automatic Location Identification (ALI)** is a feature by which the address associated with the calling party's telephone number is forwarded to the Public Safety Answering Point (PSAP) for display. Access to the ALI database is described in Section 4.5 below.

2.2 **Automatic Number Identification (ANI)** corresponds to the seven-digit telephone number assigned by the serving local exchange carrier.

2.3 **AT&T Trunk Group** is defined as a one-way trunk group carrying AT&T originated traffic to be terminated by Ben Lomand.

2.4 **911 Service** is as described in this Attachment.

2.5 **Call Termination** has the meaning set forth for "termination" in 47 C.F.R. § 51.701(d).

2.6 **Call Transport** has the meaning set forth for "transport" in 47 C.F.R. § 51.701(c).

2.7 **Call Transport and Termination** is used collectively to mean the switching and transport functions from the Interconnection Point to the last point of switching.

2.8 **Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common

(shared) facilities between (1) the terminating Party's tandem switch and end office switch, (2) between the terminating Party's tandem switches, and/or (3) between the terminating Party's host and remote end office switches. All switches referred herein must be entered into the Local Exchange Routing Guide (LERG).

2.9 **Dedicated Interoffice Facility** is defined as a switch transport facility between a Party's Serving Wire Center and the first point of switching within the LATA on the other Party's network.

2.10 **Network Interconnection** is defined as the physical interconnection of facilities and equipment provided by Ben Lomand and AT&T for the exchange of traffic pursuant to this Agreement. To effectuate Network Interconnection, such facilities and equipment must be dedicated solely to the exchange of Local Traffic, ISP-bound Traffic, IntraLATA Toll Traffic and Transit Traffic between the Parties, and such facilities and equipment shall include any existing Network Interconnection arrangement established between AT&T and Ben Lomand for the exchange of traffic between AT&T and Ben Lomand.

2.11 **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.

2.12 **Fiber Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends.

2.13 **Final Trunk Group** is defined as the trunk group that does not carry overflow traffic.

2.14 **Integrated Services Digital Network User Part (ISUP)** is a message protocol to support call set-up and release for interoffice voice connections over SS7 signaling.

2.15 **Interconnection Point (IP)** is the physical telecommunications equipment interface that interconnects the networks of AT&T and Ben Lomand.

2.16 **ISP-Bound Traffic** is as defined in this Attachment.

2.17 **Local Channel** is defined as a switched transport facility between a Party's Interconnection Point and the IP's Serving Wire Center.

2.18 **Local Traffic** is as defined in this Attachment.

2.19 **PSAP** is the answering location for 911 calls.

2.20 **Selective Routing (SR)** is a standard feature that routes an E911 call from the tandem to the designated PSAP based upon the address of the ANI of the calling party.

2.21 **Serving Wire Center (SWC)** is defined as the wire center owned by one (1) Party from which the other Party would normally obtain dial tone for its IP.

2.22 **Signaling System 7 (SS7)/Common Channel Signaling 7 (CCS7)** is an out-of-band signaling system used to provide basic routing information, call set-up and other call termination functions. Signaling is removed from the voice channel and put on a separate data network.

2.23 **Tandem Switching** is defined as the function that establishes a communications path between two (2) switching offices through a third switching office through the provision of trunk side to trunk side switching.

2.24 **Telecommunications** is defined, pursuant to the Act, as the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

2.25 **Transit Traffic** is traffic originating on Ben Lomand's network that is switched and/or transported by AT&T and delivered to a third party's network, or traffic originating on a third party's network that is switched and/or transported by AT&T and delivered to Ben Lomand's network.

3 Network Interconnection

3.1 Network Interconnection may be provided by the Parties at any technically feasible point within AT&T's network. Network Interconnection will be provided either through Dedicated Facilities as described in Section 3.2 below or by Fiber Meet as described in Section 3.3 below.

3.1.1 Each Party is responsible for providing, engineering and maintaining the network on its side of the IP. An IP must be located within AT&T's serving territory in the LATA in which traffic is originating. An IP determines the point at which the originating Party shall deliver Local Traffic, ISP-Bound Traffic, and Transit Traffic for termination. Both Parties will act in good faith to ensure that any IP is efficient for both Parties, to the extent possible.

3.1.2 Pursuant to the provisions of this Attachment, the location of the initial IP in a given LATA shall be established by mutual agreement of the Parties. Subject to the requirements for installing additional IPs, as set forth below, any IPs existing prior to the Effective Date of the Agreement that meet the requirements set forth in this Agreement will be accepted as initial IPs and will not require re-grooming. When the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic and ISP-Bound Traffic between each other, the

Parties shall mutually agree to the location of IP(s). If the Parties are unable to agree to a mutual initial IP, each Party, as originating Party, shall establish at least one IP in the LATA for the delivery of its originated Local Traffic and ISP-Bound Traffic to the other Party for Call Transport and Termination by the terminating Party.

3.2

Interconnection via Dedicated Facilities

3.2.1

Local Channel Facilities. As part of Call Transport and Termination, the originating Party may obtain Local Channel facilities from the terminating Party. The percentage of Local Channel facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the Percent Local Facility Factor as set forth in this Attachment. The charges applied to the percentage of Local Channel facilities used for Local Traffic and ISP-Bound Traffic as determined by the Percent Local Facility are as set forth in the Pricing Schedule. The remaining percentage of Local Channel facilities shall be billed at AT&T's applicable access tariff rates.

3.2.2

Dedicated Interoffice Facilities. As a part of Call Transport and Termination, the originating Party may obtain Dedicated Interoffice Facilities from the terminating Party. The percentage of Dedicated Interoffice Facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the Percent Local Facility Factor as set forth in this Attachment. The charges applied to the percentage of the Dedicated Interoffice Facilities used for Local Traffic and ISP-Bound Traffic as determined by the Percent Local Facility are as set forth in the Pricing Schedule. The remaining percentage of the Dedicated Interoffice Facilities shall be billed at AT&T's applicable access tariff rates.

3.3

Fiber Meet. If Ben Lomand elects to establish interconnection with AT&T pursuant to a Fiber Meet Local Channel, Ben Lomand and AT&T shall jointly engineer, operate and maintain a Synchronous Optical Network (SONET) transmission system by which they shall interconnect their transmission and routing of Local Traffic, ISP-Bound Traffic, and Transit Traffic via a Local Channel at either the DS1 or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, Ben Lomand's SONET transmission system must be compatible with AT&T's equipment, and the Data Communications Channel (DCC) must be turned off.

3.3.1

Each Party, at its own expense, shall procure, install and maintain the agreed upon SONET transmission system in its network.

3.3.2

The Parties shall agree to a Fiber Meet point between the AT&T SWC and the Ben Lomand SWC. The Parties shall deliver their fiber optic facilities to the Fiber Meet point with sufficient spare length to reach the fusion splice point for the Fiber Meet Point. AT&T shall, at its own expense, provide and maintain the fusion splice point for the Fiber Meet. A building type Common Language Location

Identification (CLLI) code will be established for each Fiber Meet point. All orders for interconnection facilities from the Fiber Meet point shall indicate the Fiber Meet point as the originating point for the facility.

- 3.3.3 Upon verbal request by Ben Lomand, AT&T shall allow Ben Lomand access to the fusion splice point for the Fiber Meet point for maintenance purposes on Ben Lomand's side of the Fiber Meet point.
- 3.3.4 Neither Party shall charge the other for its portion of the Fiber Meet facility used exclusively for Local Traffic and ISP-Bound Traffic. Nonrecurring rates associated with interconnecting trunk groups between AT&T and Ben Lomand are set forth in the Pricing Schedule. To the extent a rate associated with the interconnecting trunk group is not set forth in the Pricing Schedule, the rate shall be as set forth in the appropriate AT&T tariff for SWA services.
- 3.4 AT&T and Ben Lomand shall establish interconnecting trunk groups and trunk group configurations between networks, including the use of one-way or two-way trunks in accordance with the following provisions set forth in this Agreement. For trunking purposes, traffic will be routed based on the digits dialed by the originating End User and in accordance with the LERG.
- 3.5 Ben Lomand shall establish an interconnection trunk group(s) to at least one (1) AT&T access tandem within the LATA for the delivery of Ben Lomand's originated Local Traffic and ISP-Bound Traffic and for the receipt and delivery of Transit Traffic. To the extent that Ben Lomand does not establish interconnection trunk groups to each AT&T tandem(s) in the LATA and where Ben Lomand desires to deliver Local Traffic, ISP-Bound Traffic and/or Transit Traffic to AT&T access tandems within the LATA, other than the tandems(s) to which Ben Lomand has established interconnection trunk groups, Ben Lomand shall pay the appropriate rates for Multiple Tandem Access (MTA), as described in this Attachment.
- 3.5.1 Notwithstanding the forgoing, and to the extent that Ben Lomand elects to home its NPA/NXXs to an AT&T access or local tandem (i.e., assign its NPA/NXXs so as to subtend the AT&T tandem for terminating traffic), Ben Lomand shall establish an interconnection trunk group(s) to all AT&T access and local tandems in the LATA where Ben Lomand has homed its NPA/NXXs. To the extent that Ben Lomand elects to home its NPA/NXXs to an AT&T access or local tandem, Ben Lomand shall home its NPA/NXXs on the AT&T tandems that serve the exchange rate center areas to which the NPA/NXXs are assigned. The specified exchange rate center assigned to each AT&T tandem is defined in the LERG. Ben Lomand shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.

3.6 SWA Traffic will be delivered to and from Interexchange Carriers (IXCs) based on Ben Lomand's NXX access tandem homing arrangement as specified by Ben Lomand in the LERG.

3.7 Except as set forth in Section 3.3.4 above, recurring and nonrecurring rates associated with interconnecting trunk groups between AT&T and Ben Lomand are set forth in the Pricing Schedule. To the extent a rate associated with the interconnecting trunk group is not set forth in the Pricing Schedule, the rate shall be as set forth in the appropriate AT&T tariff for SWA services.

3.8 Ben Lomand shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.

3.9 All trunk groups will be provisioned as SS7 capable where technically feasible. If SS7 is not technically feasible, multi-frequency (MF) protocol signaling shall be used.

3.10 In cases where either Party is also an IXC, that IXC's Feature Group D (FGD) trunk group(s) must remain separate from the local interconnection trunk group(s).

3.11 Each Party shall order interconnection trunks and trunk group including trunk and trunk group augmentations via the Access Service Request (ASR) process. A Firm Order Confirmation (FOC) shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the timeframes set forth in each state's applicable Performance Measures. Notwithstanding the foregoing, blocking situations and trunking projects shall be managed through AT&T's Carrier Interconnection Switching Center (CISC) Project Management Group and Ben Lomand's equivalent trunking group, and FOCs for such orders shall be returned in the timeframes applicable to the project. A project is defined as (1) a new trunk group or (2) a request for more than one hundred and ninety-two (192) trunks on a single or multiple group(s) in a given AT&T local calling area.

3.12 Interconnection Trunk Groups for Exchange of Local Traffic, ISP-Bound Traffic and Transit Traffic. Upon mutual agreement of the Parties in a joint planning meeting, the Parties shall exchange Local Traffic, ISP-Bound Traffic, and Transit Traffic on two-way interconnection trunk group(s) with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. AT&T will use the Trunk Group Service Request (TGSR) to request changes in trunking. Furthermore, the Parties shall jointly review trunk performance and forecasts in accordance with Section 3.18 below. The Parties' use of two-way interconnection trunk groups for the transport of Local Traffic, ISP-Bound Traffic, and Transit Traffic between the Parties does not preclude either Party from establishing additional one-way interconnection trunks for the delivery of its originated Local Traffic, ISP-Bound Traffic, and Transit Traffic to the other Party. Other trunk groups for operator services, directory assistance and intercept must be established pursuant to the applicable AT&T tariff if service is requested.

3.13 AT&T Access Tandem Interconnection. AT&T access tandem interconnection at a single access tandem provides access to those end offices subtending that access tandem (Intratandem Access).

3.13.1 For purposes of this agreement, the Parties will negotiate in good faith, and mutually agree to the most technically feasible interconnection architecture.

3.13.2 Basic Architecture. In the basic architecture, Ben Lomand's originating Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and originating and terminating Transit Traffic is transported on a single two-way trunk group between Ben Lomand and AT&T Access Tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between Ben Lomand and Independent Companies (ICOs), IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with AT&T, and other network providers with which Ben Lomand desires to exchange traffic. This trunk group also carries Ben Lomand originated Transit Traffic transiting a single AT&T Access Tandem destined to third party tandems such as an ICO tandem or other CLEC tandem. AT&T originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to Ben Lomand. The LERG contains current routing and tandem serving arrangements. The basic Architecture is illustrated in Exhibit B.

3.13.3 One-Way Trunk Group Architecture. In one-way trunk group architecture, the Parties interconnect using three (3) separate trunk groups. A one-way trunk group provides Intratandem Access for Ben Lomand-originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic destined for AT&T End Users. A second one-way trunk group carries AT&T-originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic destined for Ben Lomand End Users. A two-way trunk group provides Intratandem Access for Ben Lomand's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Ben Lomand and ICOs, IXCs, other CLECs, CMRS providers that have a Meet Point Bill arrangement with AT&T, and other network providers with which Ben Lomand exchanges traffic. This trunk group also carries Ben Lomand originated Transit Traffic transiting a single AT&T Access Tandem destined to third party tandems such as an ICO tandem or other CLEC tandem. AT&T originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to Ben Lomand. The LERG contains current routing and tandem serving arrangements. The one-way trunk group architecture is illustrated in Exhibit C.

3.13.4 Two-Way Trunk Group Architecture. The two-way trunk group Architecture establishes one (1) two-way trunk group to provide Intratandem Access for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between Ben Lomand and AT&T. In addition, a separate two-way transit trunk group must be established for Ben Lomand's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Ben Lomand and ICOs, IXCs,

other CLECs or CMRS providers that have a Meet Point Billing arrangement with AT&T, and other network providers with which Ben Lomand exchanges traffic. This trunk group also carries Ben Lomand originated Transit Traffic transiting a single AT&T access tandem destined to third party tandems such as an ICO tandem or other CLEC tandem. AT&T originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Ben Lomand. However, where Ben Lomand is responsive in a timely manner to AT&T's transport needs for its originated traffic, AT&T originating traffic will be placed on the two-way Local Traffic trunk group carrying ISP-Bound Traffic and IntraLATA Toll Traffic. The LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit D.

3.13.5 MTA Interconnection. To utilize MTA, Ben Lomand must establish an interconnection trunk group(s) at a minimum of one (1) AT&T access tandem within each LATA as required. Where MTA is established, AT&T will route Ben Lomand's originated Local Traffic, ISP-Bound Traffic, and Transit Traffic for LATA wide transport and termination. Ben Lomand must also establish an interconnection trunk group(s) at all AT&T access tandems where Ben Lomand NXXs are homed as described in Section 3.5.1 above. If Ben Lomand does not have NXXs homed at any particular AT&T access tandem within a LATA and elects not to establish an interconnection trunk group(s) at such AT&T access tandem, Ben Lomand can order MTA in each AT&T access tandem within the LATA where it does have an interconnection trunk group(s) and AT&T will terminate Ben Lomand's Local Traffic, ISP-Bound Traffic, and Transit Traffic to End Users served through those AT&T access tandems where Ben Lomand does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with AT&T's Ordering Guidelines.

3.13.5.1 Notwithstanding the foregoing, MTA may not be utilized to route SWA Traffic that transits the AT&T network to an IXC. SWA Traffic originated by or terminated to Ben Lomand will be delivered to and from IXCs based on Ben Lomand's NXX access tandem homing arrangement as specified by Ben Lomand in the LERG.

3.13.5.2 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.

3.13.5.3 To the extent Ben Lomand routes its traffic in such a way that utilizes AT&T's MTA service without properly ordering MTA, Ben Lomand shall pay AT&T the associated MTA charges.

3.14 Local Tandem Interconnection

3.14.1 Local Tandem Interconnection arrangement allows Ben Lomand to establish an interconnection trunk group(s) at AT&T local tandems for: (1) the delivery of Ben Lomand-originated Local Traffic and ISP-Bound Traffic transported and terminated by AT&T to AT&T end offices served by those AT&T local tandems, and (2) for local Transit Traffic transported by AT&T for third party network providers who have also established an interconnection trunk group(s) at those AT&T local tandems.

3.14.2 When a specified local calling area is served by more than one (1) AT&T local tandem, Ben Lomand must designate a “home” local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, Ben Lomand may choose to establish an interconnection trunk group(s) at the AT&T local tandems where it has no codes homing but is not required to do so. Ben Lomand may deliver Local Traffic and ISP-Bound Traffic to a “home” AT&T local tandem that is destined for other AT&T or third party network provider end offices subtending other AT&T local tandems in the same local calling area where Ben Lomand does not choose to establish an interconnection trunk group(s). It is Ben Lomand’s responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to Ben Lomand’s codes. Likewise, Ben Lomand shall obtain its routing information from the LERG.

3.14.3 Notwithstanding establishing an interconnection trunk group(s) to AT&T’s local tandems, Ben Lomand must also establish an interconnection trunk group(s) to AT&T access tandems within the LATA on which Ben Lomand has NPA/NXXs homed for the delivery of IXC SWA and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. AT&T shall not switch SWA Traffic through more than one (1) AT&T access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the AT&T access tandem for completion. (Type 2A CMRS interconnection is defined in AT&T’s A35 General Subscriber Services Tariff (GSST)).

3.14.4 AT&T’s provisioning of Local Tandem Interconnection assumes that Ben Lomand has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.

3.15 **Transit Traffic Trunk Group.** Transit Traffic trunks can either be two-way trunks or two (2) one-way trunks ordered by Ben Lomand to deliver and receive Transit Traffic. Establishing Transit Traffic trunks at AT&T access and local tandems provides intratandem access to the third parties also interconnected at those tandems.

3.16 **Toll Free Traffic**

3.16.1 If Ben Lomand chooses AT&T to perform the Service Switching Point (SSP) Function (i.e., handle Toll Free database queries) from AT&T's switches for Ben Lomand's originated intraLATA traffic, all Ben Lomand originating Toll Free intraLATA traffic will be routed over the Transit Traffic Trunk Group and shall be delivered using GR-394 format.

3.16.2 Ben Lomand may choose to perform its own Toll Free database queries from its switch. In such cases, Ben Lomand will determine the nature of the Toll Free call (local/IntraLATA/InterLATA) based on the response from the database. If the call is an AT&T local or intraLATA Toll Free call, Ben Lomand will route the post-query local or IntraLATA converted ten-digit local number to AT&T over the local or intraLATA trunk group, if applicable. If the call is a third party (ICO, IXC, CMRS or other CLEC) local or intraLATA Toll Free call, Ben Lomand will route the post-query local or intraLATA converted ten-digit local number to AT&T over the Transit Traffic Trunk Group and Ben Lomand shall provide to AT&T a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free call, Ben Lomand will route the post-query interLATA Toll Free call (1) directly from its switch for carriers interconnected with its network or (2) over the Transit Traffic Trunk Group to carriers that are not directly connected to Ben Lomand's network but that are connected to AT&T's access tandem.

3.16.3 All post-query Toll Free calls for which Ben Lomand performs the SSP function, if delivered to AT&T, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend an AT&T access tandem within the LATA.

3.17

Network Design and Management For Network Interconnection

3.17.1

Network Management and Changes. The Parties will exchange toll-free maintenance contact numbers and escalation procedures. The Parties will provide public notice of network changes in accordance with applicable federal and state rules and regulations.

3.17.2

Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS1 pursuant to Telcordia Standard No. GR-NWT-00499. Where Ben Lomand chooses to utilize SS7 signaling, also known as CCS7, SS7 connectivity is required between the Ben Lomand switch and the AT&T Signaling Transfer Point (STP). AT&T will provide SS7 signaling using CCS7 Access Capability in accordance with the technical specifications set forth in the AT&T Guidelines to Technical Publication, GR-905-Core. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall provide calling number ID (Calling Party Number) when technically feasible.

3.17.3 Network Management Controls. Both Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.

3.18 Forecasting for Trunk Provisioning For Network Interconnection

3.18.1 Within six (6) months after execution of this Agreement, Ben Lomand shall provide an initial interconnection trunk group forecast for each LATA in which Ben Lomand plans to provide service within AT&T Southeast Region 9-State. AT&T shall then provide to Ben Lomand reciprocal trunking forecasts. AT&T's reciprocal trunking forecasts will be based upon information provided by Ben Lomand in the initial forecast. If Ben Lomand refuses to provide such information, AT&T shall provide reciprocal trunking forecasts based only on existing trunk group growth and AT&T's annual estimated percentage of AT&T subscriber line growth. After the exchange of each Party's forecast, the Parties shall conduct a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed "Confidential Information" under General Terms and Conditions.

3.18.2 At a minimum, the forecast shall include the projected quantity, if any, of Transit Trunks, Ben Lomand-to-AT&T one-way trunks (Ben Lomand Trunks), AT&T-to-Ben Lomand one-way trunks (AT&T Trunk Groups) and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' Local Traffic, ISP-Bound Traffic, and Transit Traffic. The quantities shall be projected for a minimum of six (6) months and shall include an estimate of the current year plus the next two (2) years total forecasted quantities. The Parties shall mutually develop interconnection trunk forecast quantities.

3.18.3 All forecasts shall include, at a minimum, to the extent relevant or necessary, Access Carrier Terminal Location (ACTL), trunk group type (local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for Ben Lomand location and AT&T location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).

3.18.4 Once initial interconnection trunk forecasts have been developed, the Parties shall continue at mutually agreeable intervals to develop forecasts as described herein based on reasonable engineering criteria and best effort forecasts.

3.18.5 The submission and development of interconnection trunk forecasts shall not replace the ordering process for local interconnection trunks. Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection

trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.

3.18.6 **Trunk Utilization.** AT&T and Ben Lomand shall monitor traffic on each interconnection trunk group between the Parties that is installed. The Parties agree that the trunk groups between the Parties will be utilized at sixty percent (60%) of the time consistent busy hour utilization level within ninety (90) days of installation. The Parties agree that the trunk groups between the Parties will be utilized at eighty percent (80%) of the time consistent busy hour utilization level within one hundred and eighty (180) days of installation. Any trunk group between the Parties not meeting the minimum thresholds set forth in this Section is defined as an “Under-utilized” trunk group.

3.18.7 AT&T’s CISC will notify Ben Lomand or Ben Lomand may notify AT&T’s CISC of any under-utilized trunk groups and the number of such trunk groups that the notifying Party wishes to disconnect. The notifying Party will provide supporting information either by email or facsimile to the other Party’s designated interface. The notified Party will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the trunks should not be disconnected. Such supporting information should include expected traffic volumes and the timeframes within which either Party expects to need such trunks. AT&T’s CISC Project Manager and Circuit Capacity Manager (CCM) will discuss the information with Ben Lomand to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, either Party may submit the determination of whether trunks should be disconnected to the dispute resolution processes contained in this Agreement. Neither Party will disconnect trunks prior to resolution of the dispute pursuant to the terms of the dispute resolution provisions contained in this Agreement. AT&T may disconnect any Under-utilized AT&T Final Trunk Groups and Ben Lomand shall refund to AT&T the associated nonrecurring and recurring trunk and facility charges paid by AT&T, if any.

3.18.8 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate to augment the facilities as necessary.

4

Additional Requirements for Network Interconnection

4.1 **Local Dialing Parity**

4.1.1 AT&T and Ben Lomand shall provide local and toll dialing parity, as defined in FCC rules and regulations, with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call.

4.2 Interconnection Compensation

4.2.1. For the purposes of this Attachment and for intercarrier compensation for Local Traffic exchanged solely between the Parties pursuant to this Attachment, Local Traffic is defined as any telephone call that originates and terminates in the same LATA, except for that portion of the calls that are completed using separate switched access arrangements as established by the Commission or FCC.

4.2.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.

4.2.2 For purposes of this Attachment and for intercarrier compensation for ISP-Bound Traffic exchanged between the Parties, ISP-Bound Traffic is defined as calls to an information service provider or Internet service provider (ISP) that are dialed by using a local dialing pattern (seven (7) or ten (10) digits) by a calling party in one (1) LATA to an ISP server or modem in the same LATA. ISP-bound Traffic is not subject to reciprocal compensation.

4.2.3 Neither Party shall pay compensation to the other Party for per minute of use rate elements as set forth in the Pricing Schedule associated with the Call Transport and Termination of Local Traffic and ISP-Bound Traffic.

4.2.4 The composite rate set forth in the Pricing Schedule shall apply for Transit Traffic as described in this Attachment and the appropriate elemental rates set forth in the Pricing Schedule shall apply for MTA as described in this Attachment.

4.2.5 Neither Party shall represent SWA Traffic as Local Traffic or ISP-Bound Traffic for purposes of determining compensation for the call.

4.2.6 If Ben Lomand assigns NPA/NXXs to specific rate centers in AT&T Southeast Region 9-State within the LATA and assigns numbers from those NPA/NXXs to Ben Lomand End Users physically located outside of that LATA, AT&T traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to an Ben Lomand customer physically located outside of such LATA, shall not be deemed Local Traffic, ISP-Bound Traffic or Local Transit Traffic. Further, Ben Lomand agrees to identify such interLATA traffic to AT&T and to compensate AT&T for originating and transporting such interLATA traffic to Ben Lomand at AT&T's SWA tariff rates.

4.2.6.1 If Ben Lomand does not identify such interLATA traffic to AT&T, AT&T will determine which whole Ben Lomand NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in AT&T's intrastate Access Services Tariff. AT&T shall make appropriate billing adjustments if Ben Lomand can provide sufficient information for AT&T to determine whether or not said traffic is Local or ISP-Bound Traffic. If the Parties

disagree as to the appropriate billing adjustment, then the Parties will pursue the dispute resolution process in accordance with this Agreement.

4.2.7 Jurisdictional Reporting

4.2.7.1 Percent Local Use. Each Party shall report to the other a Percent Local Usage (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 the year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month 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's Jurisdictional Factors Reporting Guide.

4.2.7.2 Percent Local Facility. Each Party shall report to the other a Percent Local Facility (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) 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's Jurisdictional Factors Reporting Guide.

4.2.7.3 Percent Interstate Usage. Each Party shall report to the other the projected Percent Interstate Usage (PIU) factors. All jurisdictional report requirements, rules and regulations for IXC's specified in AT&T's Intrastate Access Services Tariff will apply to Ben Lomand. 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 interconnection. Each Party shall update its PIUs 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) days after the first of each such month, 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's Jurisdictional Factors Reporting Guide.

4.2.7.4 Notwithstanding the provisions in Sections 4.2.7.1, 4.2.7.2, and 4.2.7.3 above, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall, at the terminating Party's option, be utilized to determine the appropriate jurisdictional reporting factors (PLU, PIU, and/or PLF), in lieu of those provided by the originating Party. In the event that the terminating Party opts to utilize its own data to determine jurisdictional reporting factors, such terminating Party shall

notify the originating Party at least fifteen (15) days prior to the beginning of the calendar quarter in which the terminating Party will begin to utilize its own data. Such factors shall be subject to the dispute resolution provisions in this Agreement, as well as the Audit provisions set forth in Section 4.2.8 below.

4.2.8 **Audits.** On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. AT&T and Ben Lomand 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 the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLF, PLU and/or PIU shall be adjusted based upon the audit results and shall apply for the quarter the audit was completed, for the quarter prior to the completion of the audit, and for the two (2) quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLF, PLU and/or PIU by twenty percentage (20%) points or more, that Party shall reimburse the auditing Party for the cost of the audit.

4.2.9 **Compensation for 8XX Traffic**

4.2.9.1 Each Party shall pay the other the appropriate switched access charges set forth in the AT&T intrastate or interstate SWA tariffs. If Ben Lomand elects to use AT&T's database, Ben Lomand will pay AT&T the database query charge as set forth in AT&T's intrastate Access Services Tariff or BellSouth's FCC No. 1 Tariff.

4.2.9.2 **Records for 8XX Billing.** Where technically feasible, each Party will provide to the other Party the appropriate records, in accordance with industry standards, necessary for billing intraLATA 8XX customers. The records provided will be in a standard Exchange Message Interface (EMI) format.

4.2.9.3 **8XX Access Screening.** If Ben Lomand elects to use AT&T's 8XX Toll Free Dialing (TFD), provision of TFD to Ben Lomand requires interconnection from Ben Lomand to AT&T's 8XX Signal Channel Point (SCP). Such interconnections shall be established pursuant to AT&T's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. Ben Lomand shall establish SS7 interconnection at the AT&T Local STPs serving the AT&T 8XX SCPs that Ben Lomand desires to query. The terms and conditions for 8XX TFD are set out in AT&T's intrastate Access Services Tariff.

4.2.10 **Mutual Provision of SWA Service**

4.2.10.1 SWA Traffic. SWA Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. SWA Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, FGD, toll free access (e.g., 8XX), 900 access and their successors. Additionally, any Public Switched Telephone Network (PSTN) interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or are in the same LATA and the Parties' SWA services are used for the origination or termination of the call, shall be considered SWA Traffic. Irrespective of transport protocol method used, a call which originates in one (1) LATA and terminates in another LATA (i.e., the end-to-end points of the call) or in which the Parties' SWA services are used for the origination or termination of the call, shall be considered SWA Traffic.

4.2.10.2 If an AT&T End User chooses Ben Lomand as their presubscribed IXC, or if an AT&T End User uses Ben Lomand as an IXC on a 101XXXX basis, AT&T will charge Ben Lomand the appropriate AT&T tariff charges for originating SWA services.

4.2.10.3 Where the originating Party delivers a call to the terminating Party over SWA facilities, the originating Party will pay the terminating Party terminating, SWA charges as set forth in AT&T's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff, as appropriate.

4.2.10.4 When Ben Lomand's end office switch provides an access service connection to or from an IXC by a direct trunk group to the IXC utilizing AT&T facilities, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by Ben Lomand as the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish Meet Point Billing for all applicable traffic. The Parties shall utilize a thirty (30) day billing period.

4.2.10.5 When Ben Lomand's end office subtends the AT&T Access Tandem switch for receipt or delivery of SWA Traffic and provides an access service connection to or from an IXC via AT&T's Access Tandem switch, AT&T, as the tandem company agrees to provide to Ben Lomand, as the End Office Company, as defined in MECAB, at no charge, all the SWA detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. Each Party will notify the other when it is not feasible to meet these requirements. As business requirements change, data reporting requirements may be modified as necessary.

4.2.10.6 AT&T, as the tandem provider company, will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data that is lost or damaged by the tandem provider company or any third party involved in processing or transporting data.

4.2.10.7 AT&T, as the tandem provider company, agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.

4.2.10.8 Any claims against AT&T, as the tandem provider company, for unbillable or uncollectible revenue should be filed with the tandem provider company within one hundred and twenty (120) days of the usage date.

4.2.10.9 AT&T, as the tandem provider company shall keep records of its billing activities relating to jointly-provided intrastate and interstate access services in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial Billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.

4.2.10.10 Ben Lomand agrees not to deliver switched access traffic to AT&T for termination except over Ben Lomand ordered switched access trunks and facilities.

4.2.11 Transit Traffic. AT&T shall provide tandem switching and transport services for Ben Lomand's Transit Traffic. Rates for local Transit Traffic and ISP-Bound Transit Traffic shall be the applicable composite rate as set forth in the Pricing Schedule. Rates for SWA Transit Traffic shall be the applicable charges as set forth in AT&T's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Traffic between Ben Lomand and Wireless Type 1 third parties shall not be treated as Transit Traffic from a routing or billing perspective. Traffic between Ben Lomand and Wireless Type 2A shall not be treated as Transit Traffic from a routing or billing perspective until AT&T and the Wireless carrier have the capability to properly Meet Point Bill in accordance with MECAB guidelines.

4.2.11.1 The delivery of traffic that transits the AT&T network and is transported to another carrier's network is excluded from any AT&T billing guarantees, if any. AT&T agrees to deliver Transit Traffic to the terminating carrier; provided, however, that Ben Lomand is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the AT&T network. AT&T will not be liable for any compensation to the terminating carrier or to Ben Lomand with respect to such Transit Traffic. In the event that the terminating third party carrier imposes on AT&T any charges or costs for the delivery of Transit Traffic, Ben Lomand shall

reimburse AT&T for such costs. Additionally, the Parties agree that any billing to a third party or other Telecommunications carrier under this section shall be pursuant to MECAB procedures or other such procedures established by applicable law and regulation.

4.2.12 For purposes of intercarrier compensation, AT&T will not be responsible for any compensation associated with the exchange of traffic between Ben Lomand and a CLEC utilizing AT&T switching. Where technically feasible, AT&T will use commercially reasonable efforts to provide records to Ben Lomand to identify those CLECs utilizing AT&T switching with whom Ben Lomand has exchanged traffic. Such traffic shall not be considered Transit Traffic from a routing or billing perspective, but instead will be considered as traffic exchanged solely between Ben Lomand and the CLEC utilizing AT&T switching.

4.3 Ordering Charges

4.3.1 The facilities purchased pursuant to this Attachment 1 shall be ordered via the ASR process.

4.3.2 The rates, terms and conditions associated with submission and processing of ASRs are as set forth in BellSouth's FCC No. 1 Tariff, Section 5.

4.4 SS7 Network Interconnection

4.4.1 SS7 Signaling. Both Parties will utilize LEC-to-LEC SS7 Signaling, where available, in conjunction with all traffic in order to enable interoperability of CLASS features and functions except for call return. SS7 signaling parameters will be provided, including but not limited to ANI, originating line information (OLI) calling company category and charge number. Privacy indicators will be honored, and the Parties will exchange Transactional Capabilities Application Part (TCAP) messages to facilitate SS7-based features between the respective networks. Neither Party shall alter the SS7 parameters, or be a party to altering such parameters, or knowingly pass SS7 parameters that have been altered in order to circumvent appropriate interconnection charges. Nothing herein shall obligate or otherwise require AT&T to send SS7 messages or call-related database queries to Ben Lomand's or any other third-party's call-related database, unless otherwise agreed to by the Parties under a separate agreement.

4.4.2 Signaling Call Information. AT&T and Ben Lomand will send and receive ten (10) digits for Local Traffic. Additionally, AT&T and Ben Lomand will exchange the proper call information, (i.e., originated call company number and destination call company number), CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.

4.4.3 SS7 Network Interconnection is the interconnection of Ben Lomand local signaling transfer point switches or Ben Lomand local or tandem switching

systems with AT&T signaling transfer point switches. This interconnection provides connectivity that enables the exchange of SS7 messages among AT&T switching systems and databases, Ben Lomand local or tandem switching systems, and other third-party switching systems directly connected to the AT&T SS7 network.

- 4.4.3.1 The connectivity provided by SS7 Network Interconnection shall fully support the functions of AT&T switching systems and databases and Ben Lomand or other third-party switching systems with A-link access to the AT&T SS7 network.
- 4.4.3.2 If traffic is routed based on dialed or translated digits between a Ben Lomand local switching system and an AT&T or other third-party local switching system, either directly or via an AT&T tandem switching system, then it is a requirement that the AT&T SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the Ben Lomand local signaling transfer point switches and AT&T or other third-party local switch.
- 4.4.3.3 SS7 Network Interconnection shall provide:
 - 4.4.3.3.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
 - 4.4.3.3.2 Signaling Link functions, as specified in ANSI T1.111.3; and
 - 4.4.3.3.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 4.4.3.4 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as specified in ANSI T1.112. This includes GTT and SCCP Management procedures as specified in ANSI T1.112.4. Where the destination signaling point is an AT&T switching system or DB, or is another third-party local or tandem switching system directly connected to the AT&T SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a Ben Lomand local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of Ben Lomand local STPs and shall not include SCCP Subsystem Management of the destination.
- 4.4.3.5 SS7 Network Interconnection shall provide all functions of the ISUP as specified in ANSI T1.113.
- 4.4.3.6 SS7 Network Interconnection shall provide all functions of the TCAP as specified in ANSI T1.114.

4.4.3.7 If Internetwork MRVT and SRVT become approved ANSI standards and available capabilities of AT&T STPs, SS7 Network Interconnection may provide these functions of the OMAP.

4.6.4 Interface Requirements. The following SS7 Network Interconnection interface options are available to connect Ben Lomand or Ben Lomand-designated local or tandem switching systems or signaling transfer point switches to the AT&T SS7 network:

4.6.4.1 A-link interface from Ben Lomand local or tandem switching systems; and

4.6.4.2 B-link interface from Ben Lomand STPs.

4.6.4.3 The Signaling Point of Interconnection (POI) for each link shall be located at a cross-connect element in the central office where the AT&T STP is located. There shall be a DS1 or higher rate transport interface at each of the Signaling Points of Interconnection. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.

4.6.4.4 AT&T shall provide intraoffice diversity between the Signaling Points of Interconnection and the AT&T STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to an AT&T STP.

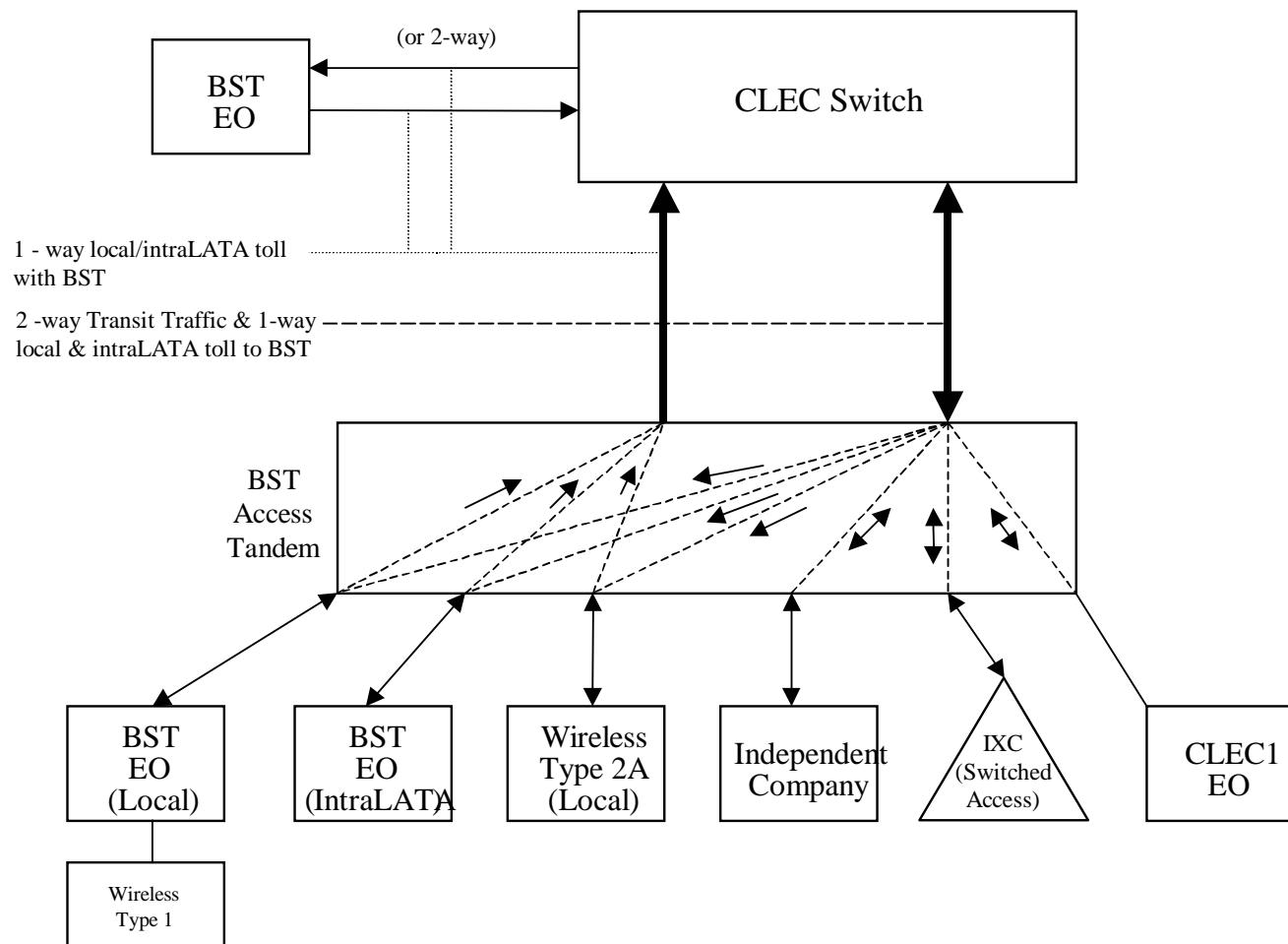
4.6.4.5 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.

4.6.4.6 AT&T shall set message screening parameters to accept messages from Ben Lomand local or tandem switching systems destined to any signaling point in the AT&T SS7 network with which the Ben Lomand switching system has a valid signaling relationship.

4.6.5 To the extent Ben Lomand utilizes AT&T's signaling network, Ben Lomand may purchase such services pursuant to the rates, terms and conditions set forth in BellSouth's FCC No. 1 Tariff.

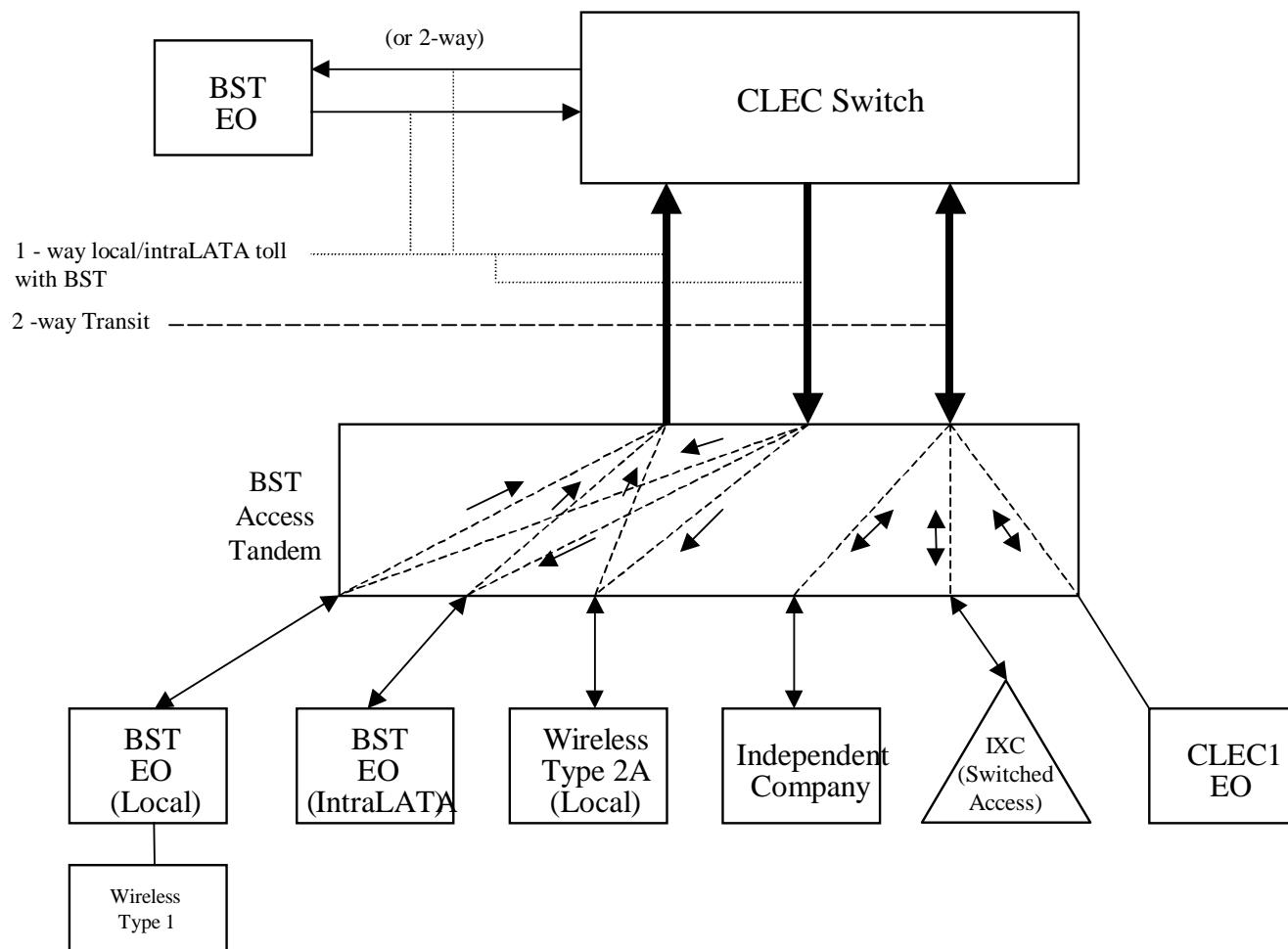
Basic Architecture

Exhibit B



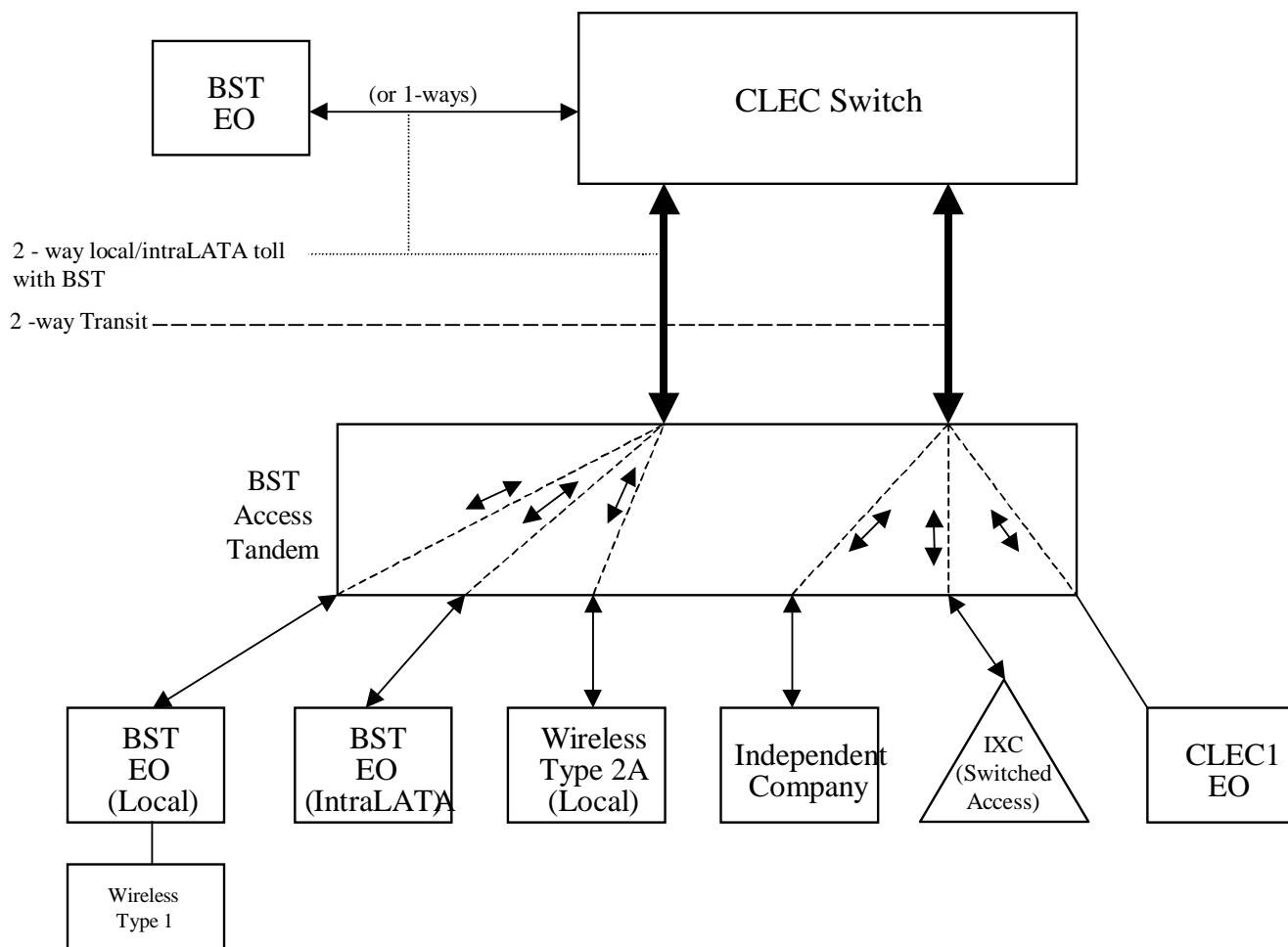
One-Way Architecture

Exhibit C



Two-Way Architecture

Exhibit D



Attachment 2

Billing

Version: Indirect Interconnection Agreement
05/01/07

TABLE OF CONTENTS

1. Payment and Billing Arrangements	3
2. Billing Disputes	9
3. RAO Hosting.....	9
Rates.....	Pricing Schedule

Billing

1. Payment and Billing Arrangements

The terms and conditions set forth in this Attachment shall apply to all services ordered and provisioned pursuant to this Agreement.

1.1 AT&T will bill through the Carrier Access Billing System (CABS) for the service(s) provided to Ben Lomand under this Agreement. AT&T will format all bills in CABS Billing Output Specification (CBOS) Standard. For those services where standards have not yet been developed, AT&T's billing format may change in accordance with applicable industry standards.

1.1.1 For any service(s) AT&T receives from Ben Lomand, Ben Lomand shall bill AT&T in CBOS format.

1.1.2 AT&T will render bills each month on established bill days for each of Ben Lomand's accounts. If either Party requests multiple billing media or additional copies of the bills, the billing Party will provide these at the rates set forth in BellSouth's FCC No. 1 Tariff, Section 13.3.6.3.

1.1.3 AT&T will bill Ben Lomand in advance for all services to be provided during the ensuing billing period except charges associated with service usage and nonrecurring charges, which will be billed in arrears.

1.1.4 AT&T will not perform billing and collection services for Ben Lomand as a result of the execution of this Agreement.

1.2 Establishing Accounts. After submitting a credit profile and deposit, if required, and after receiving certification as a local exchange carrier from the appropriate Commission, Ben Lomand will provide the appropriate AT&T Local Contract Manager responsible for new CLEC activation, the necessary documentation to enable AT&T to establish accounts for Local Interconnection. Such documentation shall include the Application for Master Account, if applicable, proof of authority to provide telecommunications services, the appropriate OCN for each state as assigned by NECA, CIC, if applicable, ACNA, if applicable, AT&T's blanket form LOA, Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, Ben Lomand may not order services under a new account established in accordance with this Section until thirty (30) days after all information specified in this Section is received from Ben Lomand.

1.2.1 ACNAs. Ben Lomand shall provide AT&T with documentation from Telcordia identifying the ACNA assigned to it by Telcordia (as applicable) in the same legal name as reflected in the preamble to this Agreement. Such ACNA will be used by Ben Lomand to order services pursuant to this Agreement and will not be shared by Ben Lomand with another entity.

1.2.2

Company Identifiers. If Ben Lomand needs to change, add to, eliminate or convert its OCN(s), ACNAs and other identifying codes (collectively “Company Identifiers”) under which it operates when Ben Lomand has already been conducting business utilizing those Company Identifiers, Ben Lomand shall pay all charges as a result of such change, addition, elimination or conversion to the new Company Identifiers. Such charges include, but are not limited to, all time required to make system updates to AT&T systems or Ben Lomand records, and will be handled in a separately negotiated agreement or as otherwise required by AT&T.

1.2.3

Tax Exemption. It is the responsibility of Ben Lomand to provide AT&T with a properly completed tax exemption certificate at intervals required by the appropriate taxing authorities. A tax exemption certificate must be supplied for each individual Ben Lomand entity purchasing Services under this Agreement. Upon AT&T’s receipt of a properly completed tax exemption certificate, subsequent billings to Ben Lomand will not include those taxes or fees from which Ben Lomand is exempt. Prior to receipt of a properly completed exemption certificate, AT&T shall bill, and Ben Lomand shall pay all applicable taxes and fees. In the event that Ben Lomand believes that it is entitled to an exemption from and refund of taxes with respect to the amount billed prior to AT&T’s receipt of a properly completed exemption certificate, AT&T shall assign to Ben Lomand its rights to claim a refund of such taxes. If applicable law prohibits the assignment of tax refund rights or requires the claim for refund of such taxes to be filed by AT&T, AT&T shall, after receiving a written request from Ben Lomand and at Ben Lomand’s sole expense, pursue such refund claim on behalf of Ben Lomand, provided that Ben Lomand promptly reimburses AT&T for any costs and expenses incurred by AT&T in pursuing such refund claim, and provided further that AT&T shall have the right to deduct any such outstanding costs and expenses from the amount of any refund obtained prior to remitting such refund to Ben Lomand. Ben Lomand shall be solely responsible for the computation, tracking, reporting and payment of all taxes and fees associated with the services provided by Ben Lomand to its End Users.

1.3

Deposit Policy. Prior to the inauguration of service or, thereafter, upon AT&T’s request, Ben Lomand shall complete the AT&T Credit Profile (AT&T form) and provide information to AT&T regarding Ben Lomand’s credit and financial condition. Based on AT&T’s analysis of the AT&T Credit Profile and other relevant information regarding Ben Lomand’s credit and financial condition, AT&T reserves the right to require Ben Lomand to provide AT&T with a suitable form of security deposit for Ben Lomand’s account(s). If, in AT&T’s sole discretion, circumstances so warrant and/or Ben Lomand’s gross monthly billing has increased, AT&T reserves the right to request additional security (or to require a security deposit if none was previously requested) and/or file a Uniform Commercial Code (UCC-1) security interest in Ben Lomand’s “accounts receivables and proceeds”.

1.3.1 Security deposit shall take the form of cash, an Irrevocable Letter of Credit (AT&T form), Surety Bond (AT&T form) or, in AT&T's sole discretion, some other form of security proposed by Ben Lomand. Any such security deposit shall in no way release Ben Lomand from its obligation to make complete and timely payments of its bill(s). If AT&T requires Ben Lomand to provide a security deposit, Ben Lomand shall provide such security deposit prior to the inauguration of service or within fifteen (15) days of AT&T's request, as applicable. Deposit request notices will be sent to Ben Lomand via certified mail or overnight delivery. Such notice period will start the day after the deposit request notice is rendered by certified mail or overnight delivery. Interest on a cash security deposit shall accrue and be applied or refunded in accordance with the terms in AT&T's GSST.

1.3.2 Security deposits collected under this Section shall not exceed two (2) months' estimated billing. Estimated billings are calculated based upon the monthly average of the previous six (6) months current billings, if Ben Lomand has received service from AT&T during such period at a level comparable to that anticipated to occur over the next six (6) months. If either Ben Lomand or AT&T has reason to believe that the level of service to be received during the next six (6) months will be materially higher or lower than received in the previous six (6) months, Ben Lomand and AT&T shall agree on a level of estimated billings based on all relevant information.

1.3.3 In the event Ben Lomand fails to provide AT&T with a suitable form of security deposit or additional security deposit as required herein, defaults on its account(s), or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time required, service to Ben Lomand may be Suspended, Discontinued or Terminated in accordance with the terms of Section 1.5 below. Upon Termination of services, AT&T shall apply any security deposit to Ben Lomand's final bill for its account(s).

1.3.3.1 At least seven (7) days prior to the expiration of any letter of credit provided by Ben Lomand as security under this Agreement, Ben Lomand shall renew such letter of credit or provide AT&T with evidence that Ben Lomand has obtained a suitable replacement for the letter of credit. If Ben Lomand fails to comply with the foregoing, AT&T shall thereafter be authorized to draw down the full amount of such letter of credit and utilize the cash proceeds as security for Ben Lomand accounts(s). If Ben Lomand provides a security deposit or additional security deposit in the form of a surety bond as required herein, Ben Lomand shall renew the surety bond or provide AT&T with evidence that Ben Lomand has obtained a suitable replacement for the surety bond at least seven (7) days prior to the cancellation date of the surety bond. If Ben Lomand fails to comply with the foregoing, AT&T shall thereafter be authorized to take action on the surety bond and utilize the cash proceeds as security for Ben Lomand's account(s). If the credit rating of any bonding company that has provided Ben Lomand with a surety bond provided as security hereunder has fallen below B, AT&T will provide written notice to Ben Lomand that Ben Lomand must provide a replacement bond

or other suitable security within fifteen (15) days of AT&T's written notice. If Ben Lomand fails to comply with the foregoing, AT&T shall thereafter be authorized to take action on the surety bond and utilize the cash proceeds as security for Ben Lomand's account(s). Notwithstanding anything contained in this Agreement to the contrary, AT&T shall be authorized to draw down the full amount of any letter of credit or take action on any surety bond provided by Ben Lomand as security hereunder if Ben Lomand defaults on its account(s) or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time, as required herein.

1.4 **Payment Responsibility.** Payment of all charges will be the responsibility of Ben Lomand. Ben Lomand shall pay invoices by utilizing wire transfer services or automatic clearing house services. Ben Lomand shall make payment to AT&T for all services billed including disputed amounts. AT&T will not become involved in billing disputes that may arise between Ben Lomand and Ben Lomand's End User.

1.4.1 **Payment Due.** Payment for services provided by AT&T, including disputed charges, is due on or before the next bill date. Information required to apply payments must accompany the payment. The information must notify AT&T of Billing Account Numbers (BAN) paid; invoices paid and the amount to be applied to each BAN and invoice (Remittance Information). Payment is considered to have been made when the payment and Remittance Information are received by AT&T. If the Remittance Information is not received with payment, AT&T will be unable to apply amounts paid to Ben Lomand's accounts. In such event, AT&T shall hold such funds until the Remittance Information is received. If AT&T does not receive the Remittance Information by the payment due date for any account(s), late payment charges shall apply.

1.4.1.1 **Due Dates.** If the payment due date falls on a Sunday or on a holiday that is observed on a Monday, the payment due date shall be the first non-holiday day following such Sunday or holiday. If the payment due date falls on a Saturday or on a holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-holiday day preceding such Saturday or holiday. If payment is not received by the payment due date, a late payment charge, as set forth in Section 1.4.1.2, below, shall apply.

1.4.1.2 **Late Payment.** If any portion of the payment is not received by AT&T on or before the payment due date as set forth above, or if any portion of the payment is received by AT&T in funds that are not immediately available to AT&T, then a late payment and/or interest charge shall be due to AT&T. The late payment and/or interest charge shall apply to the portion of the payment not received and shall be assessed as set forth in Section E2 of the AT&T intrastate Access Services Tariff, or pursuant to the applicable state law as determined by AT&T. In addition to any applicable late payment and/or interest charges, Ben Lomand may be charged a fee for all returned checks pursuant to the applicable state law.

1.5 Discontinuing Service to Ben Lomand. The procedures for discontinuing service to Ben Lomand are as follows:

1.5.1 In order of severity, Suspend/Suspension, Discontinue/Discontinuance and Terminate/Termination are defined as follows for the purposes of this Attachment:

1.5.1.1 Suspend/Suspension is the temporary restriction of the billed Party's access to the ordering systems. In addition, during Suspension, pending orders may not be completed and orders for new service or changes to existing services may not be accepted.

1.5.1.2 Discontinue/Discontinuance is the denial of service by the billing Party to the billed Party that will result in the disruption and discontinuation of service to the billed Party's End Users or customers.

1.5.1.3 Terminate/Termination is the disconnection of service by the billing Party to the billed Party.

1.5.2 AT&T reserves the right to Suspend, Discontinue or Terminate service in the event of prohibited, unlawful or improper use of AT&T facilities or service, abuse of AT&T facilities, or any other violation or noncompliance by Ben Lomand of the rules and regulations of AT&T's tariffs.

1.5.3 Suspension. If payment of amounts due as described herein is not received by the bill date in the month after the original bill date, or fifteen (15) days from the date of a deposit request in the case of security deposits, AT&T will provide written notice to Ben Lomand that services will be Suspended if payment of such amounts, and all other amounts that become past due before Suspension, is not received by wire transfer, automatic clearing house or cashier's check in the manner set forth in Section 1.4.1 above, or in the case of a security deposit request, in the manner set forth in Section 1.3.1 above: (1) within seven (7) days following such notice for CABS billed services; and (2) within seven (7) days following such notice for security deposit requests.

1.5.3.1 For CABS billed services, AT&T will provide a Discontinuance notice that is separate from the Suspension notice, that all past due charges for CABS billed Services, and all other amounts that become past due for such services before Discontinuance, must be paid within thirty (30) days from the date of the Suspension notice to avoid Discontinuance of CABS billed services. This Discontinuance notice may be provided at the same time that AT&T provides the Suspension notice.

1.5.4 Discontinuance. If payment of amounts due as described herein is not received by the bill date in the month after the original bill date, AT&T will provide written notice that AT&T may Discontinue the provision of existing services to Ben Lomand if payment of such amounts, and all other amounts that become past due

before Discontinuance, including requested security deposits, is not received by wire transfer, automatic clearing house or cashier's check in the manner set forth in Section 1.4.1 above or in the case of a deposit in accordance with Section 1.3.1 above, within thirty (30) days following such written notice; provided, however, that AT&T may provide written notice that such existing services may be Discontinued within fifteen (15) days following such notice, subject to the criteria described in Section 1.5.5 below.

1.5.5 AT&T may take the action to Discontinue the provision of existing service upon fifteen (15) days from the day after AT&T provides written notice of such Discontinuance if (a) such notice is sent by certified mail or overnight delivery; (b) Ben Lomand has not paid all amounts due pursuant to a subject bill(s), or has not provided adequate security pursuant to a deposit request; and (c) either:

(1) AT&T has sent the subject bill(s) to Ben Lomand within seven (7) business days of the bill date(s), verifiable by records maintained by AT&T:

- i. in paper or CDROM form via the United States Postal Service (USPS), or
- ii. in magnetic tape form via overnight delivery, or
- iii. via electronic transmission; or

(2) AT&T has sent the subject bill(s) to Ben Lomand, using one of the media described in (1) above, more than thirty (30) days before notice to Discontinue service has been rendered.

1.5.6 In the case of Discontinuance of services, all billed charges, as well as applicable disconnect charges, shall become due.

1.5.7 If, within seven (7) days after Ben Lomand's services have been Discontinued, Ben Lomand pays, by wire transfer, automatic clearing house or cashier's check, all past due charges, including late payment charges and outstanding security deposit request amounts if applicable, then AT&T will reestablish service for Ben Lomand.

1.5.7.1 Termination. If within seven (7) days after Ben Lomand's service has been Discontinued and Ben Lomand has failed to pay all past due charges as described above, then Ben Lomand's service will be Terminated.

1.6 Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, disconnection of services for nonpayment of charges, and rejection of additional orders from Ben Lomand, shall be forwarded to the individual and/or address provided by Ben Lomand in establishment of its billing account(s) with AT&T, or to the individual and/or address subsequently provided by Ben Lomand as the contact for billing. All monthly bills and notices described in this Section shall be forwarded to the same individual and/or address; provided, however, upon written request from Ben Lomand to AT&T's billing

organization, the notice of discontinuance of services purchased by Ben Lomand under this Agreement provided for in Section 1.5.4 above shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions.

2. Billing Disputes

2.1 Ben Lomand shall electronically submit all billing disputes to AT&T using the form specified by AT&T. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) days of the notification date. Within five (5) business days of AT&T's denial, or partial denial, of the billing dispute, if Ben Lomand is not satisfied with AT&T's resolution of the billing dispute or if no response to the billing dispute has been received by Ben Lomand by such sixtieth (60th) day, Ben Lomand must pursue the escalation process as outlined in the Billing Dispute Escalation Matrix, set forth on AT&T's Interconnection Services Web site, or the billing dispute shall be considered denied and closed. If, after escalation, the Parties are unable to reach resolution, then the aggrieved Party, if it elects to pursue the dispute shall pursue dispute resolution in accordance with General Terms and Conditions.

2.2 For purposes of this Section 2, a billing dispute means a reported dispute submitted pursuant to Section 2.1 above of a specific amount of money actually billed by AT&T. The billing dispute must be clearly explained by Ben Lomand and supported by written documentation, which clearly shows the basis for disputing charges. The determination as to whether the billing dispute is clearly explained or clearly shows the basis for disputing charges shall be within AT&T's sole reasonable discretion. Disputes that are not clearly explained or those that do not provide complete information may be rejected by AT&T. Claims by Ben Lomand for damages of any kind will not be considered a billing dispute for purposes of this Section. If AT&T resolves the billing dispute, in whole or in part, in favor of Ben Lomand, any credits and interest due to Ben Lomand as a result therof shall be applied to Ben Lomand's account by AT&T upon resolution of the billing dispute.

3. RAO Hosting

3.1 Centralized Message Distribution System (CMDS) is a national message exchange system administered by Telcordia Technologies (Telcordia) used to transmit alternately billed calls (e.g., credit card, third number and collect) from the Earning Company, as defined herein, to the Billing Company, as defined herein, to permit the Earning Company and the Billing Company to receive appropriate compensation. It is also used to transmit access records from one company to another.

3.2 Direct Participants are Telecommunications carriers that exchange data directly with other Direct Participants via the CMDS Data Center and may act as host

companies (Host) for those Telecommunications carriers that do not exchange data directly via the CMDS Data Center (Indirect Participants).

3.3 RAO Hosting is a hosting relationship where an Indirect Participant sends and receives CMDS eligible messages to and from its Host, who then interfaces, on behalf of the Indirect Participant, with other Direct Participants for distribution and collection of these messages. RAO Hosting also includes the Direct Participant's provision of revenue settlements functions (compensation) for alternately billed calls based upon reports generated by Credit Card and Third Number Settlement (CATS) and Non-InterCompany Settlement (NICS) as described herein. CATS and NICS are collectively referred to as Intercompany Settlements.

3.4 The CATS System is a national system administered by Telcordia, used to settle revenues for calls that are sent from one CMDS Direct Participant to another for billing. CATS applies to calls that originate within one Regional Bell Operating Company's (RBOC) territory, as defined at Divestiture, and bill in another RBOC's territory. CATS calculates the amounts due to Earning Companies (i.e., billed revenue less the billing and collection fee). For alternately billed calls, the originating company, whose facilities are used to place the call, is the Earning Company and the company that puts the charges on the End User's bill is the Billing Company

3.5 The NICS is the national system administered by Telcordia that is used in the settlement of revenues for calls that are originated and billed by two (2) different local exchange carriers (LEC) within a single Direct Participant's territory to another for billing. NICS applies to calls involving another LEC where the Earning Company and the Billing Company are located within AT&T Southeast Region 9-State.

3.6 RAO Hosting, CATS and NICS services provided to Ben Lomand by AT&T will be in accordance with the methods and practices regularly applied by AT&T to its own operations during the term of this Agreement, including such revisions as may be made from time to time by AT&T.

3.7 Ben Lomand shall furnish all relevant information required by AT&T for the provision of RAO Hosting, CATS and NICS.

3.8 Charges or credits, as applicable, will be applied by AT&T to Ben Lomand on a monthly basis in arrears. Amounts due (excluding adjustments) are due on or before the next bill date.

3.9 Ben Lomand must have its own unique hosted RAO code. Where AT&T is the selected CMDS interfacing host, Ben Lomand must request that AT&T establish a unique hosted RAO code for Ben Lomand. Such request shall be in writing to the AT&T RAO Hosting coordinator and must be submitted at least eight (8) weeks

prior to provision of services pursuant to this Section. Services shall commence on a date mutually agreed by the Parties.

- 3.10 AT&T will receive messages from Ben Lomand that are to be processed by AT&T, another Local Exchange Carrier (LEC) in the AT&T Southeast Region 9-State or a LEC outside the AT&T Southeast Region 9-State. Ben Lomand shall send all messages to AT&T no later than sixty (60) days after the message date.
- 3.11 AT&T will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from Ben Lomand.
- 3.12 All data received from Ben Lomand that is to be processed or billed by another LEC within the AT&T Southeast Region 9-State will be distributed to that LEC in accordance with the Agreement(s) in effect between AT&T and the involved LEC.
- 3.13 All data received from Ben Lomand that is to be placed on the CMDS network for distribution outside the AT&T Southeast Region 9-State will be handled in accordance with the agreement(s) in effect between AT&T and its connecting contractor.
- 3.14 AT&T will receive messages from the CMDS network that are destined to be processed by Ben Lomand and will forward them to Ben Lomand on a daily basis for processing.
- 3.15 Transmission of message data between AT&T and Ben Lomand will be distributed via FTP mailbox. It will be created on a daily basis Monday through Friday, except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. If AT&T determines the Secure FTP Mailbox is nearing capacity levels, AT&T may move Ben Lomand to CONNECT:Direct file delivery.
- 3.15.1 If Ben Lomand is moved to CONNECT:Direct, data circuits (private line or dial-up) may be required between AT&T and Ben Lomand for the purpose of data transmission. Where a dedicated line is required, Ben Lomand will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with AT&T. Ben Lomand will also be responsible for any charges associated with this line. Equipment required on the AT&T end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on an individual case basis. Where a dial-up facility is required, dial circuits will be installed in the AT&T data center by AT&T and the associated charges assessed to Ben Lomand. Additionally, all message toll charges associated with the use of the dial circuit by Ben Lomand will be the responsibility of Ben Lomand. Associated equipment on the AT&T end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is

required on the Ben Lomand end for the purpose of data transmission will be the responsibility of Ben Lomand.

3.15.2 If Ben Lomand utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of Ben Lomand.

3.16 All messages and related data exchanged between AT&T and Ben Lomand will be EMI formatted records and packed between appropriate EMI header and trailer records in accordance with accepted industry standards.

3.17 Ben Lomand will maintain recorded message detail necessary to recreate files provided to AT&T for a period of three (3) calendar months beyond the related message dates.

3.18 Should it become necessary for Ben Lomand to send data to AT&T more than sixty (60) days past the message date(s), Ben Lomand will notify AT&T in advance of the transmission of the data. AT&T will work with its connecting contractor and/or Ben Lomand, where necessary, to notify all affected LECs.

3.19 In the event that data to be exchanged between the two (2) Parties should become lost or destroyed, the Party responsible for creating the data will make every effort to restore and retransmit such data.

3.20 Should an error be detected by the EMI format edits performed by AT&T on data received from Ben Lomand, the entire pack containing the affected data will not be processed by AT&T. AT&T will notify Ben Lomand of the error. Ben Lomand will correct the error(s) and will resend the entire pack to AT&T for processing. In the event that an out-of-sequence condition occurs on subsequent packs, Ben Lomand will resend these packs to AT&T after the pack containing the error has been successfully reprocessed by AT&T.

3.21 In association with message distribution service, AT&T will provide Ben Lomand with associated intercompany settlements reports (CATS and NICS) as appropriate.

3.22 Notwithstanding anything in this Agreement to the contrary, in no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Section 3.

3.23 Intercompany Settlements Messages

3.23.1 Intercompany Settlements Messages facilitate the settlement of revenues associated with traffic originated from or billed by Ben Lomand as a facilities based provider of local exchange telecommunications services.

3.23.2 AT&T will receive the monthly NICS and CATS reports from Telcordia on behalf of Ben Lomand and will distribute copies of these reports to Ben Lomand on a monthly basis.

3.23.3 Through CATS, AT&T will collect the revenue earned by Ben Lomand from the RBOC in whose territory the messages are billed, less a per message billing and collection fee of five cents (\$0.05), or such other amount as may be approved by the Direct Participants and Telcordia, on behalf of Ben Lomand. AT&T will remit the revenue billed by Ben Lomand to the RBOC in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), or such other amount as may be approved by the Direct Participants and Telcordia, on behalf of Ben Lomand. These two (2) amounts will be netted together by AT&T and the resulting charge or credit issued to Ben Lomand via a CABS miscellaneous bill on a monthly basis in arrears.

3.23.4 Through NICS, AT&T will collect the revenue earned by Ben Lomand within the AT&T Southeast Region 9-State 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 of five cents (\$0.05), on behalf of Ben Lomand. AT&T will remit the revenue billed by Ben Lomand within the AT&T Southeast Region 9-State to the LEC also within the AT&T Southeast Region 9-State, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two (2) amounts will be netted together by AT&T and the resulting charge or credit issued to Ben Lomand via a CABS miscellaneous bill on a monthly basis in arrears.

3.23.5 AT&T and Ben Lomand agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

3.24 Rates. Rates for CMDS are as set forth in the Pricing Schedule. If no rate is identified in this Attachment, the rate for the specific service or function will be as set forth in the applicable AT&T tariff or as negotiated by the Parties upon request by either Party.

Attachment 3

Access to Numbers and Number Portability

TABLE OF CONTENTS

1. NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS.....	3
2. LOCAL SERVICE PROVIDER NUMBER PORTABILITY - PERMANENT SOLUTION (LNP).....	4
3. OPERATIONAL SUPPORT SYSTEM (OSS) RATES.....	6

ACCESS TO NUMBERS AND NUMBER PORTABILITY

1. NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS

1.1 During the term of this Agreement, where Ben Lomand is utilizing its own switch, BEN LOMAND shall contact the North American Numbering Plan Administrator (NANPA), or, where applicable, the relevant Number Pool Administrator for the assignment of numbering resources.

2. LOCAL NUMBER PORTABILITY

2.1 The Parties will offer Local number portability (LNP) in accordance with rules, regulations and guidelines adopted by the Commission, the FCC and industry forums.

2.2 Service Management System (SMS) Administration. The Parties will work cooperatively with other local service providers to establish and maintain contracts for the LNP SMS.

2.3 Network Architecture. The Parties agree to adhere to applicable FCC rules and orders governing LNP network architecture.

2.4 Signaling. In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC rules and orders.

2.5 N-1 Query. The Parties agree to adhere to applicable FCC rules and orders governing LNP N-1 queries.

2.6 Porting of Reserved Numbers and Suspended Lines. End Users of each Party may port numbers, via LNP, that are in a denied state or that are on suspend status. In addition, End Users of each Party may port reserved numbers that the End User has paid to reserve. Portable reserved numbers are identified on the Customer Service Record (CSR). In anticipation of porting from one Party to the other Party, a Party's End User may reserve additional telephone numbers and include them with the numbers that are subsequently ported to the other Party. It is not necessary to restore a denied number before it is ported.

2.7 Splitting of Number Groups. The Parties shall permit blocks of subscriber numbers (including, but not limited to, Direct Inward Dial (DID) numbers and MultiServ groups) to be split in connection with an LNP request. BellSouth and Ben Lomand shall permit End Users who port a portion of DID numbers to retain DID service on the remaining portion of numbers. If a Party requests porting a range of DID numbers smaller than a whole block, that Party shall pay the applicable charges for doing so as set forth in the Pricing Schedule . In the event no rate is set forth in the Pricing Schedule, then the Parties shall negotiate a rate for such services.

2.8 The Parties will set Location Routing Number (LRN) unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.

2.9 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the new service provider to be in control of when a number ports.

2.10 Where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the End User.

2.11 BellSouth and Ben Lomand will work cooperatively to implement changes to LNP process flows ordered by the FCC or as recommended by standard industry forums addressing LNP.

2.12 Where Ben Lomand utilizes BellSouth's LNP Query Service, BellSouth shall bill and Ben Lomand shall pay the query charge associated with LNP Query Service as set forth in the Pricing Schedule. To receive the LNP Query Service charge set forth in the Pricing Schedule, Ben Lomand shall fill out and submit the Interconnection data sheet for BellSouth LNP Query Service. The form can be obtained on www.interconnection.bellsouth.com under BellSouth LNP Query Service and click on forms. Once the form has been filled out and submitted the LNP Query charge will take effect on the approved date.

3. OSS RATES

3.1 The terms, conditions and rates for OSS utilized in connection with LNP are as set forth in the Pricing Schedule of this Agreement.

ATTACHMENT 04 - OPERATIONS SUPPORT SYSTEMS

Table of Contents

1.0	INTRODUCTION.....	3
2.0	DEFINITIONS.....	3
3.0	GENERAL PROVISIONS	3
4.0	PRE-ORDERING.....	5
5.0	ORDERING.....	6
6.0	PROVISIONING.....	7
7.0	MAINTENANCE/REPAIR.....	8
8.0	BILLING.....	9
9.0	DATA CONNECTION SECURITY REQUIREMENTS	9
10.0	MISCELLANEOUS.....	13
11.0	SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS.....	13

1.0 Introduction

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

2.0 Definitions

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

3.0 General Provisions

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

3.10 CLEC agrees that there may be Resale service and 251(c)(3) UNEs available on a regional basis and that such regional offering may only be ordered where they are made available in accordance with Resale or 251(c)(3)UNE Attachments. Moreover, CLEC shall not be permitted to order ICA Services unless CLEC has a right, under this Agreement, to order such service.

3.11 AT&T-22STATE shall provide nondiscriminatory access to OSS processes. When OSS processes are not available electronically, AT&T-22STATE shall make manual processes available.

3.12 The Parties agree that a collaborative CMP will be used to manage changes to existing interfaces, introduction of new interfaces and retirement of interfaces. The CMP will cover changes to AT&T-22STATE's electronic interfaces, AT&T-22STATE's CLEC testing environment, associated manual process improvements, and relevant documentation. The process will define a procedure for resolution of CMP disputes.

3.13 Due to enhancements and on-going development of access to AT&T-22STATE CLEC OSS functions, certain interfaces may be modified, may be temporarily unavailable, or may be phased out after execution of this Agreement. AT&T-22STATE shall provide proper notice of interface phase-out in accordance with CMP.

3.14 The Parties agree to provide one another with toll-free contact numbers for the purpose of addressing ordering, provisioning and maintenance of services issues. Contact numbers for maintenance/repair of services shall be staffed twenty-four (24) hours per day, seven (7) days per week.

3.15 Proper Use of OSS Interfaces

3.15.1 CLEC shall use AT&T-22STATE electronic interfaces, as described herein, exclusively for the purposes specifically provided herein. In addition, CLEC agrees that such use will comply with AT&T-22STATE's Data Connection Security Requirements as identified in Section 9.0 below of this Attachment. Failure to comply with the requirements of this Attachment, including such security guidelines, may result in forfeiture of electronic access to OSS functionality. In addition, CLEC shall be responsible for and indemnifies AT&T-22STATE against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of AT&T-22STATE's OSS from CLEC systems, workstations or terminals or by CLEC employees, agents, or any Third Party gaining access through information and/or facilities obtained from or utilized by CLEC and shall pay AT&T-22STATE for any and all damages caused by such unauthorized entry.

3.15.2 CLEC's access to pre-order functions will only be used to view Customer Proprietary Network Information (CPNI) of another carrier's End User where CLEC has obtained an authorization from the End User for release of CPNI.

3.15.2.1 CLEC must maintain records of individual End Users' authorizations for change in local Exchange Service and release of CPNI which adhere to all requirements of state and federal law, as applicable.

3.15.2.2 CLEC is solely responsible for determining whether proper authorization has been obtained and holds AT&T-22STATE harmless from any loss on account of CLEC's failure to obtain proper CPNI consent from an End User. The Parties agree not to view, copy, or otherwise obtain access to the customer record information about any other carriers' End Users without proper permission. CLEC will obtain access to End User customer record information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided.

3.15.3 AT&T-22STATE shall be free to connect an End User to any CLEC based upon that CLEC's request and that CLEC's assurance that proper End User authorization has been obtained. CLEC shall make any such authorization it has obtained available to AT&T-22STATE upon request and at no charge.

3.15.4 By using electronic interfaces to access OSS functions, CLEC agrees to perform accurate and correct ordering of ICA Services. CLEC is also responsible for all actions of its employees using any of AT&T-22STATE's OSS. As such, CLEC agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by AT&T-22STATE 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-22STATE to CLEC. In addition, CLEC agrees to indemnify and hold AT&T-22STATE harmless against any claim made by an End User of CLEC or Third Parties against AT&T-22STATE caused by or related to CLEC's use of any AT&T-22STATE OSS.

3.15.5 In the event AT&T-22STATE has good cause to believe that CLEC has used AT&T-22STATE OSS in a way that conflicts with this Agreement or Applicable Law, AT&T-22STATE 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 CLEC shall provide to AT&T-22STATE 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.

3.15.6 In the event CLEC does not respond to the Notice of Misuse or does not agree that the CLEC's use of AT&T-22STATE OSS is inconsistent with this Agreement or Applicable Law, then the Parties agree to the following steps:

3.15.6.1 If such misuse involves improper access of pre-order applications or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, CLEC shall continue to refrain from using the particular OSS functionality in the manner alleged by AT&T-22STATE to be improper, until CLEC has implemented a mutually agreeable remedy to the alleged misuse.

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

3.16 In order to determine whether CLEC has engaged in the alleged misuse described in the Notice of Misuse, AT&T-22STATE shall have the right to conduct an audit of CLEC's use of the AT&T-22STATE OSS. Such audit shall be limited to auditing those aspects of CLEC's use of the AT&T-22STATE OSS that relate to the allegation of misuse as set forth in the Notice of Misuse. AT&T-22STATE shall give ten (10) calendar days advance written Notice of its intent to audit CLEC ("Audit Notice") under this Section, and shall identify the type of information needed for the audit. Such Audit Notice may not precede the Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) calendar days after the date of the Audit Notice (unless otherwise agreed by the Parties), CLEC shall provide AT&T-22STATE 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-22STATE'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-22STATE 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-22STATE. If CLEC fails to cooperate in the audit, AT&T-22STATE reserves the right to terminate CLEC's access to electronic processes.

4.0 Pre-Ordering

4.1 AT&T-22STATE Regional OSS are available in order that CLEC can perform the pre-ordering functions for ICA Services, including but not limited to:

4.1.1 Service address validation

4.1.2 Telephone number selection

- 4.1.3 Service and feature availability
- 4.1.4 Due date information
- 4.1.5 Customer service information
- 4.1.6 Loop makeup information
- 4.2 Complete Regional OSS pre-order functions may be found on AT&T's CLEC Online website.
- 4.3 CLEC shall provide AT&T-22STATE with access to End User record information, including circuit numbers associated with each telephone number where applicable. CLEC shall provide such information within four (4) hours after requested via electronic access where available. If electronic access is not available, CLEC shall provide to AT&T-22STATE paper copies of End User record information, including circuit numbers associated with each telephone number where applicable. CLEC shall provide such End User service records within twenty-four (24) hours of a valid request, exclusive of Saturdays, Sundays and holidays.
- 4.4 Data validation files provided are described on the AT&T CLEC Online website. These files provide an alternate method of acquiring pre-ordering information that is considered relatively static and are available via the pre-order GUI, AT&T's CLEC Online website, or other distribution methods.

5.0 Ordering

- 5.1 AT&T-22STATE will provide ordering functionality. To order any ICA Services CLEC will format a Local Service Request (LSR) to identify the features, services or elements CLEC is requesting AT&T-22STATE to provision in accordance with applicable AT&T-22STATE ordering requirements and other terms and conditions of this Agreement. Ordering requirements are located on AT&T's CLEC Online website.
- 5.2 In ordering and provisioning, Unbundled Dedicated Transport (UDT) and local Interconnection trunks, CLEC and AT&T-22STATE will use industry Access Service Request (ASR) guidelines, based upon AT&T-22STATE ordering requirements. AT&T-22STATE's ASR guidelines are located on AT&T's CLEC Online website.
- 5.3 AT&T-22STATE product/service intervals are located on AT&T's CLEC Online website.
- 5.4 AT&T-22STATE shall return a Firm Order Confirmation (FOC) in accordance with the applicable performance intervals. CLEC shall provide to AT&T-22STATE an FOC per the guidelines located on AT&T's CLEC Online website.
- 5.5 When an AT&T-22STATE provided ICA Service is replaced by CLEC's facility-based service using any AT&T-22STATE 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-22STATE, 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-22STATE provided ICA Services is converted to another CLEC's service using any AT&T-22STATE 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-22STATE 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.
- 5.6 AT&T-22STATE 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).

5.7 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 charges will apply in these states as set forth in the applicable Pricing Schedule, and/or applicable tariffs, price list or service guides.

6.0 Provisioning

6.1 AT&T-22STATE will provide to CLEC nondiscriminatory provisioning of ICA Services. Access to order status and provisioning order status is available via the regional pre-ordering and ordering GUIs, AT&T's CLEC Online website, and application-to-application interfaces.

6.2 AT&T-22STATE shall provision services during its regular working hours. To the extent CLEC requests provisioning of service to be performed outside AT&T-22STATE's regular working hours, or the work so requested requires AT&T-22STATE's technicians or project managers to work outside of regular working hours, AT&T-22STATE will assess overtime charges set forth in the Pricing Schedule/AT&T-22STATE's intrastate Access Services Tariff.

6.3 In the event AT&T-22STATE 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-22STATE will bill CLEC for each additional dispatch required to provision the circuit due to the incorrect/incomplete information provided. AT&T-22STATE 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.

6.4 Cancellation Charges:

6.4.1 If CLEC cancels an order for ICA Services subsequent to AT&T-22STATE's generation of a service order, any costs incurred by AT&T-22STATE 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-22STATE reserves the right to assess cancellation charges if CLEC fails to respond within nine (9) Business Days to a Missed Appointment order notification.

6.4.1.1 Notwithstanding the foregoing, if CLEC places an LSR based upon AT&T-22STATE's loop makeup information, and such information is inaccurate resulting in the inability of AT&T-22STATE 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-22STATE 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 as shall apply to those ICA Services that were not the subject of inaccurate loop makeup.

6.5 Expedite Charges:

6.5.1 For Expedite requests by CLEC, charges from the Pricing Schedule or Connecticut Access Service Tariff will apply for intervals less than the standard interval as outlined on the AT&T CLEC Online website.

6.6 Order Modification Charges:

6.6.1 If CLEC modifies an order after being sent a FOC from AT&T-22STATE, the Order Modification Charge (OMC) or Order Modification Charge Additional Dispatch (OMCAD) will be accessed from the Pricing Schedule as applicable.

7.0 Maintenance/Repair

7.1 AT&T-22STATE will provide CLEC with access to electronic interfaces for the purpose of reporting and monitoring trouble.

7.2 The methods and procedures for trouble reporting outlined on the AT&T CLEC Online website shall be used.

7.3 AT&T-22STATE will maintain, repair and/or replace ICA Services in accordance with the FCC requirements and applicable tariffs.

7.4 CLEC shall make available at mutually agreeable times the 251(c)(3) UNEs provided pursuant to this Agreement in order to permit AT&T-22STATE to test and make adjustments appropriate for maintaining the 251(c)(3) UNEs in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.

7.5 Neither CLEC or its End Users shall rearrange, move, disconnect, remove or attempt to repair any facilities owned by AT&T-22STATE except with the prior written consent of AT&T-22STATE.

7.6 CLEC will be responsible for testing and isolating troubles on ICA Services. CLEC must test and isolate trouble to the AT&T-22STATE network before reporting the trouble to the Maintenance Center. Upon request from AT&T-22STATE 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-22STATE network.

7.7 For all ICA Services repair requests, CLEC shall adhere to AT&T-22STATE's prescreening guidelines prior to referring the trouble to AT&T-22STATE.

7.8 CLEC will contact the appropriate AT&T-22STATE repair centers in accordance with procedures established by AT&T-22STATE.

7.9 AT&T-22STATE reserves the right to contact CLEC's End Users, if deemed necessary, for provisioning or maintenance purposes.

7.10 Repair requests are billed in accordance with the provisions of this Agreement. If CLEC reports a trouble on a AT&T-22STATE ICA Service and no trouble is found in AT&T-22STATE's network, AT&T-22STATE 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-22STATE in order to confirm the working status. AT&T-22STATE will assess these charges at the rates set forth in the Pricing Schedule and/or applicable tariffs.

7.11 In the event AT&T-22STATE 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-22STATE will bill CLEC for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. AT&T-22STATE 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.

7.12 CLEC shall pay Time and Material charges when AT&T-22STATE dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than AT&T-22STATE or in detariffed CPE provided by AT&T-22STATE, unless covered under a separate maintenance agreement.

7.13 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.

7.14 If CLEC issues a trouble report allowing AT&T-22STATE access to End User's premises and AT&T-22STATE personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that AT&T-22STATE personnel are dispatched. Subsequently, if AT&T-22STATE personnel are allowed access to the premises, these charges will still apply.

7.15 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-22STATE performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of AT&T-22STATE performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of AT&T-22STATE performed other than on a normally scheduled workday.

7.15.1 If CLEC requests or approves an AT&T-22STATE 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.

8.0 Billing

8.1 AT&T-22STATE will provide to CLEC nondiscriminatory access to associated billing information as necessary to allow CLEC to perform billing functions.

8.1.1 The charges for bill data are dependent upon the manner in which such bill data is delivered to CLEC.

8.1.1.1 CLEC agrees to pay the applicable rates set forth in the Pricing Schedule.

9.0 Data Connection Security Requirements

9.1 CLEC agrees to comply with AT&T-22STATE data connection security procedures, including but not limited to procedures on joint security requirements, information security, user identification and authentication, network monitoring, and software integrity. These procedures are set forth on the AT&TCLEC Online website.

9.2 CLEC agrees that interconnection of CLEC data facilities with AT&T-22STATE data facilities for access to OSS will be in compliance with AT&T-22STATE's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document current at the time of initial connection to AT&T-22STATE and available on the AT&T CLEC Online website.

9.3 Joint Security Requirements:

9.3.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.).

9.3.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.

- 9.3.3 CLEC shall immediately notify AT&T-22STATE when an employee user ID is no longer valid (e.g. employee termination or movement to another department).
- 9.3.4 The Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.
- 9.3.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the CLEC's or AT&T-22STATE's network. At a minimum, this shall include access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.
- 9.3.6 The Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.

9.4 Additional Responsibilities of the Parties:

- 9.4.1 Modem/DSU Maintenance And Use Policy:
 - 9.4.1.1 To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on AT&T-22STATE'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 9.2 above.
- 9.4.2 Monitoring:
 - 9.4.2.1 Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.
- 9.4.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.
- 9.4.4 In the event that one (1) Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.

- 9.4.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.
- 9.4.6 All network-related problems will be managed to resolution by the respective organizations, CLEC or AT&T-22STATE, as appropriate to the ownership of a failed component. As necessary, CLEC and AT&T-22STATE will work together to resolve problems where the responsibility of either Party is not easily identified.
- 9.5 Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel:
 - 9.5.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 9.6 below through Section 9.12 below inclusive summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to CLEC or AT&T-22STATE, respectively, as the providers of the computer, network or information in question.
 - 9.5.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.
- 9.6 General Policies:
 - 9.6.1 Each Party's resources are for approved this Agreement's business purposes only.
 - 9.6.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.
 - 9.6.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.
 - 9.6.4 Authorized users shall not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.
 - 9.6.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.
- 9.7 User Identification:
 - 9.7.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.
 - 9.7.2 User identification shall be accomplished by the assignment of a unique, permanent user ID, and each user ID shall have an associated identification number for security purposes.
 - 9.7.3 User IDs will be revalidated on a monthly basis.
- 9.8 User Authentication:
 - 9.8.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.

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

9.9 Access and Session Control:

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

9.10 User Authorization:

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

9.11 Software and Data Integrity:

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

9.12 Monitoring and Audit:

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

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

10.0 Miscellaneous

10.1 To the extent **AT&T-22STATE** seeks to recover costs associated with OSS system access and connectivity, **AT&T-22STATE** shall not be foreclosed from seeking recovery of such costs via negotiation, arbitration, or generic proceeding during the term of this Agreement.

10.2 Unless otherwise specified herein, charges for the use of **AT&T-22STATE**'s OSS, and other charges applicable to pre-ordering, ordering, provisioning and maintenance and repair, shall be at the applicable rates set forth in the Pricing Schedule.

10.3 Single Point of Contact:

10.3.1 CLEC will be the single point of contact with **AT&T-22STATE** for ordering activity for ICA Services used by CLEC to provide services to its End Users, except that **AT&T-22STATE** may accept a request directly from another CLEC, or **AT&T-22STATE**, acting with authorization of the affected End User. Pursuant to a request from another carrier, **AT&T-22STATE** may disconnect any ICA Service being used by CLEC to provide service to that End User and may reuse such network elements or facilities to enable such other carrier to provide service to the End User. **AT&T-22STATE** will notify CLEC that such a request has been processed but will not be required to notify CLEC in advance of such processing.

10.4 Use of Facilities:

10.4.1 When an End User of CLEC elects to discontinue service and to transfer service to another LEC, including **AT&T-22STATE**, **AT&T-22STATE** shall have the right to reuse the facilities provided to CLEC, regardless of whether those facilities are provided as ICA Services, and regardless of whether the End User served with such facilities has paid all charges to CLEC or has been denied service for nonpayment or otherwise. **AT&T-22STATE** will notify CLEC that such a request has been processed after the disconnect order has been completed.

10.5 **AT&T-22STATE** 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. It will be provided via the ordering GUI and application-to-application interfaces and AT&T's CLEC Online website, as applicable.

11.0 Service Bureau Provider Arrangements for Shared Access to OSS

11.1 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, CLEC shall be permitted to access **AT&T-22STATE** OSS via a Service Bureau Provider as follows:

11.1.1 CLEC shall be permitted to access **AT&T-22STATE** 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-22STATE** to allow Service Bureau Provider to establish access to and use of **AT&T-22STATE**'s OSS.

11.1.2 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.

11.1.3 It shall be the obligation of CLEC to provide Notice in accordance with the Notice provisions of the General Terms and Conditions of this Agreement whenever it establishes an agency relationship with a Service Bureau Provider or terminates such a relationship. AT&T-22STATE shall have a reasonable transition time to establish a connection to a Service Bureau Provider once CLEC provides Notice. Additionally, AT&T-22STATE 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.

11.2 AT&T-22STATE 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-22STATE'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-22STATE's OSS) which could not be avoided by AT&T-22STATE through the exercise of reasonable diligence or delays or other problems resulting from actions of a Service Bureau Provider, including Service Bureau provided processes, services, systems or connectivity.

ATTACHMENT 05 - STRUCTURE ACCESS

Table of Contents

1.0	INTRODUCTION.....	3
2.0	DEFINITIONS.....	3
3.0	GENERAL PROVISIONS	5
4.0	REQUIREMENTS AND SPECIFICATIONS.....	8
5.0	ADDITIONAL CLEC RESPONSIBILITIES	14
6.0	FACILITIES AND LICENSES	15
7.0	MAKE-READY WORK	16
8.0	APPLICATION FORM AND FEES.....	17
9.0	PROCESSING OF APPLICATIONS (INCLUDING PRE-LICENSE SURVEYS AND FIELD INSPECTIONS).....	18
10.0	ISSUANCE OF LICENSES.....	19
11.0	CONSTRUCTION OF CLEC'S FACILITIES.....	20
12.0	USE AND ROUTINE MAINTENANCE OF CLEC'S FACILITIES.....	22
13.0	MODIFICATION AND REPLACEMENT OF CLEC'S FACILITIES	23
14.0	REARRANGEMENT OF FACILITIES AT THE REQUEST OF ANOTHER	24
15.0	EMERGENCY REPAIRS AND POLE REPLACEMENTS	25
16.0	INSPECTION BY AT&T-22STATE OF CLEC'S FACILITIES.....	27
17.0	NOTICE OF NONCOMPLIANCE	28
18.0	UNAUTHORIZED OCCUPANCY OR UTILIZATION OF AT&T-22STATE'S FACILITIES	29
19.0	REMOVAL OF CLEC'S FACILITIES	30
20.0	RATES, FEES, CHARGES, AND BILLING	31
21.0	ADVANCE PAYMENT.....	32
22.0	INDEMNIFICATION.....	32

1.0 Introduction

1.1 This Attachment 05 - Structure Access (here-on referred to as "Appendix") sets forth the terms and conditions for Right(s) of Way (ROW), Conduits and Poles provided by AT&T-22STATE and CLEC.

2.0 Definitions

2.1 "Anchor" means a device, structure, or assembly which stabilizes a Pole and holds it in place. An Anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire, which, in turn, is attached to the Pole. The term Anchor does not include the guy strand which connects the Anchor to the Pole and includes only those Anchors which are owned by AT&T-22STATE, as distinguished from Anchors which are owned and controlled by other persons or entities.

2.2 "Anchor/Guy Strand" means supporting wires, typically stranded together, or other devices attached to a Pole and connecting that Pole to an Anchor or to another Pole for the purpose of increasing Pole stability. The term Anchor/Guy Strand includes, but is not limited to, strands sometimes referred to as Anchor strands, down guys, guy strands, and Pole-to-Pole guys.

2.3 "Application" means the process of requesting information related to records, Pole and/or Conduit availability, or make-ready requirements for AT&T-22STATE-owned or controlled Facilities. Each Application is limited in size to a maximum of 1) 100 consecutive Poles or 2) 10 consecutive Manhole sections or 5000 feet, whichever is greater. The Application includes (but is not limited to) request for records, records investigation and/or a field investigation, and Make-Ready Work.

2.4 "Assigned" when used with respect to Conduit or Duct space or Poles, means any space in such Conduit or Duct or on such Pole that is occupied by a Telecommunications Service provider or a municipal or other governmental authority. To ensure the judicious use of Poles and Conduits, space Assigned to a Telecommunications Service provider must be physically occupied by the service provider, be it AT&T-22STATE or a new entrant, within twelve (12) months of the space being Assigned.

2.5 "Attaching Party" means any Party wishing to make a physical Facility Attachment on or in any AT&T structure.

2.6 "Attachment" as used herein means the physical connection to AT&T-22STATE's ROW and all associated Structure Access connectivity.

2.7 "Available" when used with respect to Conduit or Duct space or Poles, means any usable space in such Conduit or Duct or on such Pole not assigned to a specific provider at the applicable time.

2.8 "Conduit" means a structure containing one or more Ducts, usually placed in the ground, in which cables or wires may be installed.

2.9 "Conduit Occupancy" means the presence of wire, cable, optical conductors, or other Facilities within any portion of AT&T-22STATE's Conduit System.

2.10 "Conduit System" means any combination of Ducts, Conduits, Manholes, and Handholes joined to form an integrated whole. In this Appendix, the term refers to Conduit Systems owned or controlled by AT&T-22STATE.

2.11 "Cost" means the charges made by AT&T-22STATE to CLEC for specific work performed, and shall be (a) the actual charges made by subcontractors to AT&T-22STATE for work and/or, (b) if the work was performed by AT&T-22STATE employees, it shall be calculated on an individual case basis, based on the estimated amount of work to be performed.

2.12 "Duct" means a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other Facilities. As used in this Appendix, the term Duct includes Inner-Ducts created by subdividing a Duct into smaller channels.

2.13 "Facilities" refer to any property or equipment used in the provision of Telecommunications Services.

2.14 "Handholes" means an enclosure, usually below ground level, used for the purpose of installing, operating, and maintaining facilities in a Conduit. A Handhole is too small to permit personnel to physically enter.

2.15 "Inner-Duct" means a pathway created by subdividing a Duct into smaller channels.

2.16 "Joint User" means a public utility (as a business organization, like an electric company, performing a public service and subject to special governmental regulation) which has entered into an Agreement with AT&T-22STATE providing reciprocal rights of attachment of Facilities owned by each Party to the Poles, Ducts, Conduits and ROW owned by the other Party.

2.17 "Joint Use Pole" means a pole not owned by AT&T-22STATE, but upon which AT&T-22STATE maintains its Facilities.

2.18 "Lashing" means an Attachment of a Sheath or Inner-Duct to a supporting strand.

2.19 "License" means any License issued pursuant to this Appendix and may, if the context requires, refer to Conduit Occupancy or Pole Attachment Licenses issued by AT&T-22STATE.

2.20 "Make-Ready Work" means all work performed or to be performed to prepare AT&T-22STATE's Conduit Systems, Poles or Anchors and related Facilities for the requested occupancy or attachment of CLEC's Facilities. Make-Ready Work includes, but is not limited to, clearing obstructions (e.g., by rodding Ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing Facilities on a Pole or in a Conduit System where such work is required solely to accommodate CLEC's Facilities and not to meet AT&T-22STATE's business needs or convenience. Make-Ready Work may require "dig ups" of existing Facilities and may include the repair, enlargement or modification of AT&T-22STATE's Facilities (including, but not limited to, Conduits, Ducts, Handholes and Manholes) or the performance of other work required to make a Pole, Anchor, Conduit or Duct usable for the initial placement of CLEC's Facilities.

2.21 "Manhole" means an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron or concrete Manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining Facilities in a Conduit.

2.22 "Occupancy" means the physical presence of Telecommunication Facilities in a Duct, on a Pole, or within a ROW.

2.23 "Overlashing" involves an attacher tying communication conductors to existing, supportive strands of cable on poles, which enables attachers to replace deteriorated cables or expand the capacity of existing facilities while reducing construction disruption and associated expense.

2.24 "Pole" means both utility Poles and Anchors but only to those utility Poles and Anchors owned or controlled by AT&T-22STATE, and does not include utility Poles or Anchors with respect to which AT&T-22STATE has no legal authority to permit attachments by other persons or entities.

2.25 "Pole Attachment Act" and "Pole Attachment Act of 1978" means those provisions of the Act, as amended, now codified as 47 U.S.C. § 224.

2.26 "Pre-License Survey" means all work and activities performed or to be performed to determine whether there is adequate capacity on a Pole or in a Conduit or Conduit System (including Manholes and Handholes) to accommodate CLEC's Facilities and to determine what Make-Ready Work, if any, is required to prepare the Pole, Conduit or Conduit System to accommodate CLEC's Facilities.

2.27 "Right(s) of Way (ROW)" means the right to use the land or other property of another party to place Poles, Conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW

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

2.28 "Sheath" or "Sheathing" means an outer covering containing communications wires, fibers, or other communications media.

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

3.0 General Provisions

3.1 Undertaking of AT&T-22STATE:

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

3.2 Attachments and Occupancies Authorized by this Appendix:

3.2.1 AT&T-22STATE shall issue one or more Licenses to CLEC authorizing CLEC to attach Facilities to AT&T-22STATE's owned or controlled Poles and to place Facilities within AT&T-22STATE's owned or controlled Conduits, Ducts or ROW under the terms and conditions set forth in this Appendix and the Act.

3.2.2 Unless otherwise provided herein, authority to attach Facilities to AT&T-22STATE's owned or controlled Poles, to place Facilities within AT&T-22STATE's owned or controlled Conduits, Ducts or ROW shall be granted only in individual Licenses granted under this Appendix and the placement or use of such Facilities shall be determined in accordance with such Licenses and procedures established in this Appendix.

3.2.3 CLEC agrees that its attachment of Facilities to AT&T-22STATE's owned or controlled Poles, occupancy of AT&T-22STATE's owned or controlled Conduits, Ducts or ROW shall take place pursuant to the licensing procedures set forth herein, and AT&T-22STATE agrees that it shall not unreasonably withhold or delay issuance of such Licenses.

3.2.4 CLEC may not sublease or otherwise authorize any Third Party to use any part of the AT&T-22STATE Facilities licensed to CLEC under this Appendix, except that CLEC may lease its own Facilities to Third Parties, or allow Affiliates to over lash cables to CLEC cables. Notwithstanding the above, upon Notice to AT&T-22STATE, CLEC may permit Third Parties who have an Agreement with AT&T-22STATE to over lash to existing CLEC attachments in accordance with the terms and conditions of such Third Party's Agreement with AT&T-22STATE.

3.2.5 Attaching Party warrants that any overlashing the Attaching Party conducts or permits (via a third party or contractor) shall meet the following requirements: (1) the overlashing complies with the NESC and any other industry standards; (2) the Attaching Party has computed the pole loading with the additional overlashed facility, and the pole will not be overloaded with the addition of the overlashed facility; (3) the Attaching Party has determined that no make ready is necessary to accommodate the overlashed facility, or will insure that any make-ready necessary will be conducted before the overlashing occurs. Attaching Party agrees to indemnify AT&T-22STATE should any of the warranties be breached.

3.3 Licenses:

3.3.1 Subject to the terms and conditions set forth in this Appendix, AT&T-22STATE shall issue to CLEC one or

more Licenses per state authorizing CLEC to place or attach Facilities in or to specified Poles, Conduits, Ducts or ROW owned or controlled by AT&T-22STATE located within the state on a "first-come, first-served" basis. AT&T-22STATE may deny a License Application if AT&T-22STATE determines that the Pole, Conduit or Duct space specifically requested by CLEC is necessary to meet AT&T-22STATE's present needs, or is Licensed by AT&T-22STATE to another CLEC, or is otherwise unavailable based on engineering concerns. AT&T-22STATE shall provide written Notice to CLEC within a reasonable time specifying in detail the reasons for denying CLEC's request. AT&T-22STATE shall have the right to designate the particular Duct(s) to be occupied, the location and manner in which CLEC's Facilities will enter and exit AT&T-22STATE's Conduit System and the specific location and manner of installation for any associated equipment which is permitted by AT&T-22STATE to occupy the Conduit System.

3.4 Access and Use of ROW:

- 3.4.1 AT&T-22STATE acknowledges that it is required by the Act to afford CLEC access to and use of all associated ROW to any sites where AT&T-22STATE's owned or controlled Poles, Manholes, Conduits, Ducts or other parts of AT&T-22STATE's owned or controlled Conduit Systems are located.
- 3.4.2 AT&T-22STATE shall provide CLEC with access to and use of such ROW to the same extent and for the same purposes that AT&T-22STATE may access or use such ROW, including but not limited to access for ingress, egress or other access and to construct, utilize, maintain, modify, and remove Facilities for which Pole attachment, Conduit Occupancy, or ROW use Licenses have been issued, provided that any Agreement with a Third Party under which AT&T-22STATE holds such rights expressly or impliedly grants AT&T-22STATE the right to provide such rights to others.
- 3.4.3 Where AT&T-22STATE notifies CLEC that AT&T-22STATE's Agreement with a Third Party does not expressly or impliedly grant AT&T-22STATE the ability to provide such access and use rights to others, upon CLEC's request, AT&T-22STATE will use its best efforts to obtain the owner's consent and to otherwise secure such rights for CLEC. CLEC agrees to reimburse AT&T-22STATE for the reasonable and demonstrable Costs incurred by AT&T-22STATE in obtaining such rights for CLEC.
- 3.4.4 In cases where a Third Party Agreement does not grant AT&T-22STATE the right to provide access and use rights to others as contemplated in Section 3.4.2 above and AT&T-22STATE, despite its best efforts, is unable to secure such access and use rights for CLEC in accordance with Section 3.4.3 above, or, in the case where CLEC elects not to invoke its rights under Section 3.4.2 above or Section 3.4.3 above, CLEC shall be responsible for obtaining such permission to access and use such ROW. AT&T-22STATE shall cooperate with CLEC in obtaining such permission and shall not prevent or delay any Third Party assignment of ROWs to CLEC.
- 3.4.5 Where AT&T-22STATE has any ownership or ROW to buildings or building complexes, or within buildings or building complexes, AT&T-22STATE shall offer to CLEC through a License or other attachment:
 - 3.4.5.1 The right to use any available space owned or controlled by AT&T-22STATE in the building or building complex to install CLEC equipment and Facilities; and
 - 3.4.5.2 Ingress and egress to such space.
- 3.4.6 Except to the extent necessary to meet the requirements of the Act, neither this Appendix nor any License granted hereunder shall constitute a conveyance or assignment of any of either Party's rights to use any public or private ROW, and nothing contained in this Appendix or in any License granted hereunder shall be construed as conferring on one Party any right to interfere with the other Party's access to any such public or private ROW.

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

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

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

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

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

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

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

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

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

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

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

3.8 No Right to Interfere with Facilities of Others:

3.8.1 The provisions of this Appendix or any License issued hereunder shall not be construed as authorizing either Party to this Appendix to rearrange or interfere in any way with any of the other Party's Facilities, with the Facilities of other persons or entities, or with the use of or access to such Facilities by such other party or such other persons or entities, except to the extent expressly provided by the provisions of this Appendix

or any License issued hereunder or by the Act or other applicable laws, rules or regulations.

- 3.8.2 CLEC acknowledges that the Facilities of persons or entities other than AT&T-22STATE and CLEC may be attached to or occupy AT&T-22STATE's Poles, Conduits, Ducts and ROW.
- 3.8.3 AT&T-22STATE shall not attach, or give permission to any Third Parties to attach Facilities to, existing CLEC Facilities without CLEC's prior written consent. If AT&T-22STATE becomes aware of any such unauthorized attachment to CLEC Facilities, AT&T-22STATE shall use its best efforts to rectify the situation as soon as practicable.
- 3.8.4 With respect to Facilities occupied by CLEC or the subject of an Application for attachment by CLEC, AT&T-22STATE will give to CLEC sixty (60) calendar days written Notice for Conduit extensions or reinforcements, sixty (60) calendar days written Notice for Pole line extensions, sixty (60) calendar days written Notice for Pole replacements, and sixty (60) calendar days written Notice of AT&T-22STATE's intention to construct, reconstruct, expand or place such Facilities or of AT&T-22STATE's intention not to maintain or use any existing Facility.
 - 3.8.4.1 Where AT&T-22STATE elects to abandon or remove AT&T-22STATE Facilities, the Facilities will be offered to existing occupants on a first-in, first-right to maintain basis. The first existing occupant electing to exercise this option will be required to execute the appropriate Agreement with AT&T-22STATE to transfer (purchase Attachment) ownership from AT&T-22STATE to that existing occupant, subject to then-existing licenses pertaining to such Facilities. If none of the existing occupants elect to maintain such Facilities, all occupants will be required to remove their existing Facilities within ninety (90) calendar days of written Notice from AT&T-22STATE.
 - 3.8.4.2 If an emergency or provisions of an applicable joint use Agreement require AT&T-22STATE to construct, reconstruct, expand or replace Poles, Conduits or Ducts occupied by CLEC or the subject of an Application for Attachment by CLEC, AT&T-22STATE will notify CLEC as soon as reasonably practicable of such proposed construction, reconstruction, expansion or replacement to enable CLEC, if it so desires, to request that a Pole, Conduit or Duct of greater height or capacity be utilized to accommodate an anticipated Facility need of CLEC.
- 3.8.5 Upon request and at CLEC's expense, AT&T-22STATE shall remove any retired cable from Conduit Systems to allow for the efficient use of Conduit space within a reasonable period of time. AT&T-22STATE retains salvage rights on any cable removed. In order to safeguard its structures and Facilities, AT&T-22STATE reserves the right to remove retired cables and is under no obligation to allow CLEC the right to remove such cables. Based on sound engineering judgment, there may be situations where it would neither be feasible nor practical to remove retired cables.

3.9 Assignment of Space:

- 3.9.1 Assignment of space on Poles, in Conduits or Ducts and within ROW's will be made pursuant to Licenses granted by AT&T-22STATE on an equal basis to AT&T-22STATE, CLEC and other Telecommunication Service providers.

4.0 Requirements and Specifications

- 4.1 Industry recognized standards are incorporated below by reference. CLEC agrees that its Facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications:
 - 4.1.1 The Blue Book Manual of Construction Procedures, Special Report SR TAP 001421, published by Telcordia Technologies, f/k/a Bell Communications Research, Inc. ("BellCore"), and sometimes referred to as the

“Blue Book”;

4.1.2 The National Electrical Code (NEC); and

4.1.3 The current version of The National Electrical Safety Code (NESC).

4.2 Changes in Industry Recognized Standards:

4.2.1 CLEC agrees to rearrange its Facilities in accordance with changes in the standards published in the publications specified in Section 4.1 above of this Appendix if required by law to do so or upon the mutual Agreement of the Parties.

4.3 Additional Electrical Design Specifications:

4.3.1 CLEC agrees that, in addition to specifications and requirements referred to in Section 4.1 above, CLEC's Facilities placed in AT&T-22STATE's Conduit System shall meet all of the following electrical design specifications:

4.3.1.1 No Facility shall be placed in AT&T-22STATE's Conduit System in violation of FCC regulations.

4.3.1.2 CLEC's Facilities placed in AT&T-22STATE's Conduit System shall not be designed to use the earth as the sole conductor for any part of CLEC's circuits.

4.3.1.3 CLEC's Facilities carrying more than 50 volts AC rms (root mean square) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded Sheath or shield.

4.3.1.4 No coaxial cable of CLEC shall occupy a Conduit System containing AT&T-22STATE's cable unless such cable of CLEC meets the voltage limitations of Article 820 of the National Electrical Code referred to in Section 4.1.2 above.

4.3.1.5 CLEC's coaxial cable may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half (1/2) amperes and where such cable has two (2) separate grounded metal Sheaths or shields and a suitable insulating jacket over the outer Sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer Sheath shall not exceed 200 micro-amperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.

4.3.1.6 Neither Party shall circumvent the other Party's corrosion mitigation measures. Each Party's new Facilities shall be compatible with the other Party's Facilities so as not to damage any Facilities of the other Party by corrosion or other chemical reaction.

4.4 Additional Physical Design Specifications:

4.4.1 CLEC's Facilities placed in AT&T-22STATE's Conduit System must meet all of the following physical design specifications:

4.4.1.1 Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in AT&T-22STATE's Conduit or Ducts.

4.4.1.2 The integrity of AT&T-22STATE's Conduit System and overall safety of AT&T-22STATE's personnel and other personnel working in AT&T-22STATE's Conduit System requires that “dielectric cable” be placed when CLEC's cable Facility utilizes an alternative Duct or route that is shared in the same trench by any current carrying Facility of a power utility.

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

4.5 Additional Specifications Applicable to Connections:

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

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

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

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

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

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

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

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

4.6.5 Personnel performing work on AT&T-22STATE's or CLEC's behalf within AT&T-22STATE's Conduit System (including any Manhole) shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable Sheathing and other materials brought by them to the work site.

4.6.6 All of CLEC's Facilities shall be firmly secured and supported in accordance with Telcordia and industry

standards as referred to in Section 4.1 above.

4.6.7 Identification of Facilities in Conduit/Manholes:

4.6.7.1 CLEC's Facilities shall be plainly identified with CLEC's name in each Manhole with a firmly affixed permanent tag that meets standards set by **AT&T-22STATE** for its own Facilities.

4.6.8 Identification of Pole Attachments.

4.6.8.1 CLEC's Facilities attached to **AT&T-22STATE** Poles shall be plainly identified with CLEC's name firmly affixed at each Pole by a permanent tag that meets industry standards as referred to in Section 4.1 above.

4.6.9 Manhole pumping and purging required in order to allow CLEC's work operations to proceed shall be performed by a vendor approved by **AT&T-22STATE** in compliance with **AT&T-22STATE** Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures", and any amendments, revisions or supplements thereto and in compliance with all regulations and standards established by the United States Environmental Protection Agency and by any applicable state or local environmental regulators.

4.6.10 Planks or other types of platforms shall not be installed using cables, pipes or other equipment as a means of support. Platforms shall be supported only by cable racks.

4.6.11 Any leak detection liquid or device used by CLEC or personnel performing work on CLEC's Facilities within **AT&T-22STATE**'s Conduit System shall be of a type approved by **AT&T-22STATE** or Telcordia as referenced in Section 4.1 above.

4.6.12 When CLEC or personnel performing work on CLEC's behalf are working within or in the vicinity of any part of **AT&T-22STATE**'s Poles or Conduit System which is located within, under, over, or adjacent to streets, highways, alleys or other traveled ROW, CLEC and all personnel performing work on CLEC's behalf shall follow procedures which CLEC deems appropriate for the protection of persons and property. CLEC shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. CLEC will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger. **AT&T-22STATE** shall have no responsibility for the safety of personnel performing work on CLEC's behalf, for the safety of bystanders, and for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes. **AT&T-22STATE** reserves the right to suspend CLEC's activities on, in or in the vicinity of **AT&T-22STATE**'s Poles or Conduit System if, in **AT&T-22STATE**'s reasonable judgment, any hazardous condition arises due to the activity (including both acts and omissions) of CLEC or any personnel performing work on CLEC's behalf, which suspension shall cease when the condition has been rectified.

4.6.13 Except for protective screens, no temporary cover shall be placed by CLEC or personnel performing work on CLEC's behalf over an open Manhole unless it is at least four (4) feet above the surface level of the Manhole opening.

4.6.14 Smoking or the use of any open flame is prohibited in **AT&T-22STATE**'s Manholes, in any other portion of **AT&T-22STATE**'s Conduit System, or within ten (10) feet of any open Manhole entrance; provided that this provision will not prohibit the use of spark producing tools such as electric drills, fusion splicers, etc.

4.6.15 Artificial lighting, when required, will be provided by CLEC. Only explosion proof lighting fixtures shall be used.

4.6.16 Neither CLEC nor personnel performing work on CLEC's behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in **AT&T-22STATE**'s Conduit System (including any Manhole) during work

operations performed within or in the vicinity of AT&T-22STATE's Conduit System.

4.6.17 CLEC will abide by any laws, regulations or ordinances regarding the use of spark producing tools, equipment or devices in AT&T-22STATE's Manholes, in any other portions of AT&T-22STATE's Conduit System, or within ten (10) feet of any open Manhole opening. This includes, but is not limited to, such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like.

4.7 Opening of Manholes:

4.7.1 The following requirements apply to the opening of AT&T-22STATE's Manholes and the authority of AT&T-22STATE personnel present when work on CLEC's behalf is being performed within or in the vicinity of AT&T-22STATE's Conduit System.

4.7.1.1 AT&T-22STATE's Manholes shall be opened only as permitted by AT&T-22STATE's authorized employees or agents, which permission shall not be unreasonably denied or delayed.

4.7.1.2 CLEC shall notify AT&T-22STATE forty-eight (48) hours in advance of any routine work operation requiring entry into any of AT&T-22STATE's Manholes.

4.7.1.3 CLEC shall be responsible for obtaining any necessary authorization from appropriate authorities to open Manholes for Conduit work operations therein.

4.7.1.4 AT&T-22STATE's authorized employee or agent shall not direct or control the conduct of CLEC's work at the work site. The presence of AT&T-22STATE's authorized employee or agent at the work site shall not relieve CLEC or personnel performing work on CLEC's behalf of their responsibility to conduct all work operations within AT&T-22STATE's Conduit System in a safe and workmanlike manner.

4.7.1.5 Although AT&T-22STATE's authorized employee or agent shall not direct or control the conduct of CLEC's work at the work site, AT&T-22STATE's employee or agent shall have the authority to suspend CLEC's work operations within AT&T-22STATE's Conduit System if, in the reasonable discretion of such AT&T-22STATE employee or agent, it appears that any hazardous conditions arise or any unsafe practices are being followed by CLEC or personnel performing work on CLEC's behalf.

4.8 Occupational Safety and Health Administration (OSHA) Compliance: Notice to AT&T-22STATE of Unsafe Conditions:

4.8.1 CLEC agrees that:

4.8.1.1 Its Facilities shall be constructed, placed, maintained, repaired, and removed in accordance with OSHA's rules and regulations promulgated thereunder.

4.8.1.2 All persons acting on CLEC's behalf, including but not limited to CLEC's employees, agents, contractors, and subcontractors shall, when working on or within AT&T-22STATE's Poles or Conduit System, comply with OSHA and all rules and regulations thereunder.

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

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

4.9 Compliance with Environmental Laws and Regulations:

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

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

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

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

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

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

4.11.4 CLEC and all personnel performing work on CLEC's behalf shall comply with such standards and practices as AT&T-22STATE and CLEC may from time to time mutually agree to adopt to comply with environmental laws and regulations including, without limitation, AT&T-22STATE Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures". Pursuant to this practice, neither CLEC nor AT&T-22STATE nor personnel performing work on either Party's behalf shall discharge water or any other substance from any AT&T-22STATE Manhole or other Conduit Facility onto public or private property, including any storm water drainage system, without first testing such water or substance for contaminants in accordance with mutually agreed standards and practices and determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person. No such waste material shall be deposited on AT&T-22STATE premises for storage or disposal.

4.12 Compliance with Other Governmental Requirements:

4.12.1 CLEC agrees that its Facilities attached to AT&T-22STATE's Facilities shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter. CLEC shall comply with all statutes, ordinances, rules, regulations and other laws requiring the marking and lighting of aerial wires, cables and other structures to ensure that such wires, cables and structures are not a hazard to aeronautical navigation. CLEC shall establish

appropriate procedures and controls to assure such compliance by all persons acting on CLEC's behalf, including but not limited to, CLEC's employees, agents, contractors, and subcontractors.

4.13 Differences in Standards or Specifications:

4.13.1 To the extent that there may be differences in any applicable standards or specifications referred to in Section 4.0 above, the most stringent standard or specification shall apply.

4.14 CLEC Solely Responsible for the Condition of Its Facilities:

4.14.1 CLEC shall be responsible at all times for the condition of its Facilities and its compliance with the requirements, specifications, rules, regulations, ordinances, and laws specified above. In this regard, **AT&T-22STATE** shall have no duty to CLEC to inspect or monitor the condition of CLEC's Facilities (including but not limited to splices and other Facilities connections) located within **AT&T-22STATE**'s Conduit and Ducts or any attachment of CLEC's Facilities to **AT&T-22STATE**'s Poles, Anchors, Anchor/Guy Strands or other Pole Facilities. **AT&T-22STATE** may, however, conduct such inspections and audits of its Poles and Conduit System as **AT&T-22STATE** determines reasonable or necessary. Such inspection and audits shall be conducted at **AT&T-22STATE**'s expense with the exception of (1) follow-up inspection to confirm remedial action after an observed CLEC violation of the requirements of this Appendix; and (2) inspection of CLEC Facilities in compliance with a specific mandate of appropriate governmental authority for which inspections the Cost shall be borne by CLEC.

4.14.2 Either Party may audit the other Party's compliance with the terms of this Section.

4.14.3 Observed safety hazards or imminent Facility failure conditions of another Party shall be reported to the affected Party where such Party can be readily identified.

4.15 Efficient use of Conduit:

4.15.1 **AT&T-22STATE** will install Inner-Ducts to increase Duct space in existing Conduit as Facilities permit. The full complement of Inner-Ducts will be installed which can be accommodated under sound engineering principles. The number of Inner-Ducts which can reasonably be installed will be determined by **AT&T-22STATE**.

5.0 **Additional CLEC Responsibilities**

5.1 Third Party Property Owners:

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

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

5.2 Required Permits, Certificates and Licenses:

- 5.2.1 CLEC shall be responsible for obtaining any building permits or certificates from governmental authorities necessary to construct, operate, maintain and remove its Facilities on public or private property.
- 5.2.2 CLEC shall not attach or place its Facilities to or in **AT&T-22STATE**'s Poles, Conduit or Duct located on any property for which it or **AT&T-22STATE** has not first obtained all required authorizations.
- 5.2.3 **AT&T-22STATE** shall have the right to request evidence that all appropriate authorizations have been obtained. However, such request shall not delay **AT&T-22STATE**'s Pre-License Survey work.

5.3 Lawful Purposes:

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

6.0 Facilities and Licenses

6.1 Licenses Required:

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

6.2 Provision of Records and Information to CLEC:

- 6.2.1 In order to obtain information regarding Facilities, CLEC shall make a written request to **AT&T-22STATE**, identifying with reasonable specificity the geographic area for which Facilities are required, the types and quantities of the required Facilities and the required in-service date. In response to such request, **AT&T-22STATE** shall provide CLEC with information regarding the types, quantity and location (which may be provided by provision of route maps) and availability of **AT&T-22STATE** Poles, Conduit and ROW located within the geographic area specified by CLEC. Provision of information under the terms of this section shall include the right of CLEC employees or agents to obtain copies of engineering records or drawings which pertain to those Facilities within the geographic area identified in CLEC's request. Such copies of records shall be provided to CLEC via courier at the expense of CLEC or otherwise available at the records location center. For **AT&T-22STATE** requests, the contact information can be found on the AT&T CLEC Online website under Structure Access. The Costs of producing and mailing copies of records, which are to be paid by CLEC, are on an individual case basis. The components which make up the total Costs are the sum of:

- 6.2.1.1 **AT&T-22STATE** employee Costs based on the time spent researching, reviewing and copying records
- 6.2.1.2 Copying costs
- 6.2.1.3 Shipping costs

6.3 No Warranty of Record Information:

- 6.3.1 CLEC acknowledges that records and information provided by **AT&T-22STATE** pursuant to Section 6.2 above may not reflect field conditions and that physical inspection is necessary to verify presence and

condition of outside plant Facilities and ROW. In providing such records and information, AT&T-22STATE assumes no liability to CLEC or any Third Party for errors/omissions contained therein.

6.4 Determination of Availability:

6.4.1 AT&T-22STATE shall provide Pole, Conduit and ROW availability information in response to a request from CLEC which identifies with reasonable specificity the Facilities for which such information is desired. If such request includes Joint Use Pole(s), AT&T-22STATE shall respond with respect to such Joint Use Pole(s) as to what Make-Ready Work is required for AT&T-22STATE's Facilities only. Notwithstanding any other provision, AT&T-22STATE shall not determine space availability upon any Joint Use Pole(s). CLEC may elect to be present at any field based survey of Facilities identified pursuant to this paragraph and AT&T-22STATE shall provide CLEC at least forty-eight (48) hours notice prior to initiating such field survey. CLEC employees or agents shall be permitted to enter AT&T-22STATE Manholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-eight (48) hours notice to AT&T-22STATE, with a AT&T-22STATE representative present and at CLEC's expense.

6.5 Assignment of Conduit, Duct and Pole Space:

6.5.1 AT&T-22STATE shall not unreasonably deny or delay issuance of any License and, in any event, AT&T-22STATE shall issue such License as follows: (a) after the determination has been made that Make-Ready Work is not required, or (b) completion of Make-Ready Work.

6.5.1.1 No Make-Ready Work Required:

6.5.1.1.1 If AT&T-22STATE determines that no Make-Ready Work is required, AT&T-22STATE shall approve Applications for Pole attachment and Conduit Occupancy Licenses and issue such Licenses within twenty (20) Business Days after the determination has been made that no Make-Ready Work is required, but in no event later than forty-five (45) calendar days after AT&T-22STATE receives CLEC's Application, which period shall exclude any time AT&T-22STATE is awaiting a response from CLEC.

6.5.1.2 Make-Ready Work Required:

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

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

7.0 Make-Ready Work

7.1 Work Performed by AT&T-22STATE:

7.1.1 If performed by AT&T-22STATE, Make-Ready Work to accommodate CLEC's Facilities on Poles, Joint Use Pole(s) or in Conduit System shall be included in the normal work load schedule of AT&T-22STATE with construction responsibilities in the geographic areas where the relevant Poles or Conduit Systems are

located and shall not be entitled to priority, advancement, or preference over other work to be performed by **AT&T-22STATE** in the ordinary course of **AT&T-22STATE**'s business.

- 7.1.2 If CLEC desires Make-Ready Work to be performed on an expedited basis and **AT&T-22STATE** agrees to perform the work on such a basis, **AT&T-22STATE** shall recalculate the estimated Make-Ready Work charges to include any expedite charges. If CLEC accepts **AT&T-22STATE**'s revised estimate of charges, CLEC shall pay such additional charges.
- 7.2 All charges for Make-Ready Work, including work on Joint Use Pole(s), performed by **AT&T-22STATE** are payable in advance, with the amount of any such advance payment to be due within sixty (60) calendar days after receipt of an invoice from **AT&T-22STATE**. **AT&T-22STATE** will begin Make-Ready Work required to accommodate CLEC after receipt of CLEC's Make-Ready Work payment. After receipt of payment, **AT&T-22STATE** will schedule the work for completion.
- 7.3 Work Performed by Certified Contractor:
 - 7.3.1 In lieu of obtaining performance of Make-Ready Work by **AT&T-22STATE**, CLEC at its option may arrange for the performance of such work by a contractor certified by **AT&T-22STATE** to work on or in its Facilities. Certification shall be granted based upon reasonable and customary criteria employed by **AT&T-22STATE** in the selection of its own contract labor. Notwithstanding any other provisions of this Section, CLEC may not employ a contractor to accomplish Make-Ready Work if **AT&T-22STATE** is likewise precluded from contractor selection under the terms of an applicable joint use Agreement or collective bargaining Agreement. In accordance with Section 4.6.9 above, all Manhole pumping and purging shall be performed by a vendor approved by **AT&T-22STATE**.
- 7.4 Completion of Make-Ready Work:
 - 7.4.1 **AT&T-22STATE** will issue a License to CLEC once all Make-Ready Work necessary to CLEC's attachment or occupancy has been completed.

8.0 Application Form and Fees

8.1 Application Process:

- 8.1.1 To apply for a License under this Appendix, CLEC shall submit the appropriate **AT&T-22STATE** administrative form(s), which can be found on the AT&T CLEC On-Line website, (two (2) sets of each and either a route map specifically indicating CLEC desired route or engineered drawings are to be included). CLEC has the option of (1) requesting copies of **AT&T-22STATE** records only, (2) requesting a records and/or field survey to determine availability, and/or (3) requesting a Make-Ready Work estimate. Any Joint Use Pole(s) included in such a request shall be included in the records/field survey and Make-Ready Work estimate. Before the Application and Conduit Occupancy License or Application and Pole Attachment License form is approved for attachment, Make-Ready Work must be complete or a records or field survey conducted by **AT&T-22STATE** has determined that Make-Ready Work is not required. CLEC shall submit with CLEC's License Application a proposed or estimated construction schedule as set forth below in Section 11.0 below.
- 8.2 **AT&T-22STATE** will process License Applications in the order in which they are received; provided, however, that when CLEC has multiple Applications on file with **AT&T-22STATE**, CLEC may designate its desired priority of completion of pre-licenses and Make-Ready Work with respect to all such Applications.
 - 8.2.1 Each Application for a License under this Section shall specify the proposed route of CLEC's Facilities and identify the Conduits and Ducts or Poles, Joint Use Pole(s) and Pole Facilities along the proposed route in which CLEC desires to place or attach its Facilities, and describe the physical size, weight and jacket

material of the cable which CLEC desires to place in each Conduit or Duct or the number and type of cables, apparatus enclosures and other Facilities which CLEC desires to attach to each Pole or Joint Use Pole.

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

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

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

8.4 Each Application shall designate an employee as CLEC's single point of contact for any and all purposes of that Application under this Section, including, but not limited to, processing Licenses and providing records and information. CLEC may at any time designate a new point of contact by giving written Notice of such change while the Application is open.

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

9.1 CLEC's Priorities:

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

9.2 Pre-License Survey:

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

9.2.1.1 The purpose of the Pre-License Survey is to determine whether CLEC's proposed attachments to **AT&T-22STATE**'s Poles or occupancy of **AT&T-22STATE**'s Conduit and Ducts will

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

- 9.2.1.2 Based on information provided by AT&T-22STATE, CLEC shall determine whether AT&T-22STATE's Pole, Anchor, Anchor/Guy Strand, Conduit and Duct Facilities are suitable to meet CLEC's needs.
- 9.2.1.3 AT&T-22STATE may not unreasonably refuse to continue to process an Application based on AT&T-22STATE's determination that CLEC's proposed use of AT&T-22STATE's Facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. CLEC shall be responsible for making its own, independent determination that its use of such Facilities will be in compliance with such requirements, specifications, rules, regulations, ordinances and laws. CLEC acknowledges that AT&T-22STATE is not explicitly or implicitly warranting to CLEC that CLEC's proposed use of AT&T-22STATE's Facilities will be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws.

9.3 Administrative Processing:

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

10.0 Issuance of Licenses

10.1 Obligation to Issue Licenses:

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

10.2 Multiple Applications:

- 10.2.1 CLEC acknowledges the following:

- 10.2.1.1 That multiple parties including AT&T-22STATE may seek to place their Facilities in AT&T-22STATE's Conduit and Ducts or make attachments to Poles at or about the same time.
 - 10.2.1.2 That the Make-Ready Work required to prepare AT&T-22STATE's Facilities to accommodate

multiple applicants may differ from the Make-Ready Work required to accommodate a single applicant.

10.2.1.3 That issues relating to the proper apportionment of Costs arise in multi-applicant situations that do not arise in single applicant situations.

10.2.1.4 That cooperation and negotiations between all applicants and **AT&T-22STATE** may be necessary to resolve disputes involving multiple Applications for permission to place Facilities in/on the same Pole, Conduit, Duct, or ROW.

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

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

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

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

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

10.5 License:

10.5.1 When CLEC's Application for a Pole attachment or Conduit Occupancy License is approved, and all required Make-Ready Work completed, **AT&T-22STATE** will execute and return a signed authorization to CLEC, as appropriate, authorizing CLEC to attach or place the specified Facilities on **AT&T-22STATE**'s Poles or in **AT&T-22STATE**'s Conduit or Ducts.

10.5.2 Each License issued under this Section shall authorize CLEC to attach to **AT&T-22STATE**'s Poles or place or maintain in **AT&T-22STATE**'s Conduit or Ducts only those Facilities specifically described in the License, and no others.

10.5.3 Except as expressly stated to the contrary in individual Licenses issued hereunder, each License issued pursuant to this Section shall incorporate all terms and conditions of this Section whether or not such terms or conditions are expressly incorporated by reference on the face of the License itself.

11.0 Construction of CLEC's Facilities

11.1 Construction Schedule:

11.1.1 CLEC shall submit with CLEC's License Application a proposed or estimated construction schedule. Promptly after the issuance of a License permitting CLEC to attach Facilities to **AT&T-22STATE**'s Poles or place Facilities in **AT&T-22STATE**'s Conduit or Ducts, CLEC shall provide **AT&T-22STATE** with an updated construction schedule and shall thereafter keep **AT&T-22STATE** informed of significant anticipated changes in the construction schedule.

11.1.2 Construction schedules required by this Section shall include, at a minimum, the following information:

11.1.2.1 The name, title, business address, and business telephone number of the manager responsible for construction of the Facilities;

11.1.2.2 The names of each contractor and subcontractor which will be involved in the construction activities;

- 11.1.2.3 The estimated dates when construction will begin and end; and
- 11.1.2.4 The approximate dates when CLEC or persons acting on CLEC's behalf will be performing construction work in connection with the placement of CLEC's Facilities in AT&T-22STATE's Conduit or Ducts.

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

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

11.3 Responsibility for Constructing or Placing Facilities:

- 11.3.1 AT&T-22STATE shall have no obligation to construct any Facilities for CLEC or to attach CLEC's Facilities to, or place CLEC's Facilities in, AT&T-22STATE's Poles or Conduit System, except as may be necessary to facilitate the interconnection of unbundled network elements or except to the extent expressly provided in this Section, any License issued hereunder, or by the Telecommunications Act or any other applicable law.

11.4 CLEC Responsible for Constructing, Attaching and Placing Facilities:

- 11.4.1 Except where otherwise mutually agreed by CLEC and AT&T-22STATE, CLEC shall be responsible for constructing its own Facilities and attaching those Facilities to, or placing them in AT&T-22STATE's Poles, Conduit or Ducts at CLEC's sole Cost and expense. CLEC shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and placement of CLEC's Facilities and for directing the activities of all persons acting on CLEC's behalf while they are physically present on AT&T-22STATE's Pole, in any part of AT&T-22STATE's Conduit System or in the vicinity of AT&T-22STATE's Poles or Conduit System.

11.5 Compliance with Applicable Standards, Health and Safety Requirements, and Other Legal Requirements:

- 11.5.1 CLEC shall construct its Facilities in accordance with the provisions of this section and all Licenses issued hereunder.
- 11.5.2 CLEC shall construct, attach and place its Facilities in compliance with all Requirements and Specifications set forth above in this Appendix.
- 11.5.3 CLEC shall satisfy all Legal Requirements set forth above in the Appendix.
- 11.5.4 CLEC shall not permit any person acting on CLEC's behalf to perform any work on AT&T-22STATE's Poles or within AT&T-22STATE's Conduit System without first verifying, to the extent practicable, on each date when such work is to be performed, that the condition of the Pole or Conduit System is suitable for the work to be performed. If CLEC or any person working on CLEC's behalf determines that the condition of the Pole or Conduit System is not suitable for the work to be performed, CLEC shall notify AT&T-22STATE of the condition of the Pole or Conduit System in question and shall not proceed with construction activities until

CLEC is satisfied that the work can be safely performed.

11.6 Construction Notices:

11.6.1 If requested to do so, CLEC shall provide AT&T-22STATE with information to reasonably assure AT&T-22STATE that construction has been performed in accordance with all applicable standards and requirements.

11.7 Points for Attachment:

11.7.1 AT&T-22STATE shall specify the point of attachment of each Pole or Anchor to be occupied by CLEC's Facilities, and such CLEC's Facilities shall be attached above AT&T-22STATE's Facilities. When the Facilities of more than one applicant are involved, AT&T-22STATE will attempt, to the extent practicable, to designate the same relative position on each Pole or Anchor for each applicant's Facilities.

11.8 CLEC power supply units shall be located in accordance with the National Electrical Safety Code and the Telcordia Blue Book, Manual of Construction Procedures as referenced in Section 4.0 above.

11.9 AT&T-22STATE will evaluate and approve in its sole discretion, on an individual case basis, the location of certain pole mounted equipment, such as cabinets, amplifiers and wireless equipment including but not limited to antennas. The approval and location of such attachments are dependent upon factors including but not limited to climbing space requirements and the types of existing attachments.

11.10 CLEC shall hold AT&T-22STATE harmless and indemnify AT&T-22STATE for damages to itself or Third Parties in accordance with the General Terms and Conditions of this Agreement, that result from the operation or maintenance of CLEC's attachments, including but not limited to power supplies, antennas, cabinets and wireless equipment.

11.11 Manhole and Conduit Break-Outs:

11.11.1 CLEC shall be permitted to add Conduit ports to AT&T-22STATE Manholes when existing Conduits do not provide the pathway connectivity needed by CLEC; provided the structural integrity of the Manhole is maintained, and sound engineering judgment is employed.

11.12 Completion of CLEC Construction:

11.12.1 For each CLEC Attachment to or occupancy within AT&T-22STATE Facilities, CLEC will provide to AT&T-22STATE's single-point of contact (within twenty (20) calendar days of CLEC construction-complete date) a complete set of actual placement drawings for posting to AT&T-22STATE records.

12.0 Use and Routine Maintenance of CLEC's Facilities

12.1 Use of CLEC's Facilities:

12.1.1 Each License granted under this Section authorizes CLEC to have access to CLEC's Facilities on or in AT&T-22STATE's Poles, Conduits and Ducts as needed for the purpose of serving CLEC's End Users, including, but not limited to, powering electronics, monitoring Facilities, or transporting signaling.

12.2 Routine Maintenance of CLEC's Facilities:

12.2.1 Each License granted under this section authorizes CLEC to engage in routine maintenance of CLEC's Facilities located on or in AT&T-22STATE's Poles, Conduits, Ducts and ROW pursuant to such License. CLEC shall give reasonable written notice to the affected public authority or private landowner as appropriate before commencing the construction or installation of its attachments or making any material alterations thereto. CLEC shall give reasonable Notice to AT&T-22STATE before performing any work, whether or not of a routine nature, in AT&T-22STATE's Conduit System.

12.3 CLEC Responsible for Maintenance of CLEC's Facilities:

12.3.1 CLEC shall maintain its Facilities in accordance with the provisions of this Section (including but not limited to all requirements set forth in this Appendix) and all Licenses issued hereunder. CLEC shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of CLEC's Facilities and for directing the activities of all persons acting on CLEC's behalf while they are physically present on AT&T-22STATE's Poles, within AT&T-22STATE's Conduit System or in the immediate vicinity of such Poles or Conduit System.

12.4 AT&T-22STATE Is Not Responsible for Maintaining CLEC's Facilities:

12.4.1 AT&T-22STATE shall have no obligation to maintain any Facilities which CLEC has attached or connected to, or placed in, AT&T-22STATE's Poles, Conduits, Ducts or any portion of AT&T-22STATE's Conduit System, except to the extent expressly provided by the provisions of this section or any License issued hereunder, or by the Act or other applicable laws, rules or regulations.

12.5 Information Concerning the Maintenance of CLEC's Facilities:

12.5.1 Promptly after the issuance of a License permitting CLEC to attach Facilities to, or place Facilities in AT&T-22STATE's Poles, Conduits or Ducts, CLEC shall provide AT&T-22STATE with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of CLEC's Facilities, and shall thereafter notify AT&T-22STATE of changes to such information. The manager responsible for routine maintenance of CLEC's Facilities shall, on AT&T-22STATE's request, identify any contractor, subcontractor, or other person performing maintenance activities on CLEC's behalf at a specified site and shall, on AT&T-22STATE's request, provide such additional documentation relating to the maintenance of CLEC's Facilities as reasonably necessary to demonstrate that CLEC and all persons acting on CLEC's behalf are complying with the requirements of this section and Licenses issued hereunder.

12.6 Identification of Personnel Authorized to Have Access to CLEC's Facilities:

12.6.1 All personnel authorized to have access to CLEC's Facilities shall, while working on AT&T-22STATE's Poles, in its Conduit System or Ducts or in the vicinity of such Poles, Ducts or Conduit Systems, carry with them suitable identification and shall, upon the request of any AT&T-22STATE employee, produce such identification.

13.0 Modification and Replacement of CLEC's Facilities

13.1 Notification of Planned Modification or Replacement of Facilities:

13.1.1 CLEC shall, when practicable, notify AT&T-22STATE in writing at least sixty (60) calendar days before adding to, relocating, replacing or otherwise modifying its Facilities attached to a AT&T-22STATE Pole, Anchor or Anchor/Guy Strand or located in any AT&T-22STATE Conduit or Duct. The Notice shall contain sufficient information to enable AT&T-22STATE to determine whether the proposed addition, relocation, replacement, or modification is permitted under CLEC's present License or requires a new or amended License.

13.2 New or Amended License Required:

13.2.1 A new or amended License will be required if the proposed addition, relocation, replacement, or modification:

13.2.1.1 Requires that CLEC use additional space on AT&T-22STATE's Poles or in its Conduits or Ducts (including but not limited to any additional Ducts, inner Ducts, or substantial space in any

Handhole or Manhole) on either a temporary or permanent basis; or

13.2.1.2 Results in the size or location of CLEC's Facilities on AT&T-22STATE's Poles or in its Conduit or Ducts being appreciably different from those described and authorized in CLEC's present License (e.g. different Duct or size increase causing a need to re-calculate storm loadings, guying, or Pole class).

14.0 Rearrangement of Facilities at the Request of Another

14.1 Make-Ready Work:

14.1.1 If it is determined that Make-Ready Work will be necessary to accommodate Attaching Party's Facilities, Attaching Party shall have forty-five (45) calendar days (the "acceptance period") to either:

14.1.1.1 submit payment for the estimate authorizing AT&T-22STATE or its contractor to complete the Make-Ready Work; or

14.1.1.2 advise AT&T-22STATE of its willingness to perform the proposed Make-Ready Work itself if permissible in the application area.

14.1.2 Make-Ready Work performed by Attaching Party, or by an Authorized Contractor selected by Attaching Party, shall be performed in accordance with AT&T-22STATE's specifications and in accordance with the same standards and practices which would be followed if such work were being performed by AT&T-22STATE or AT&T-22STATE's contractors. Neither Attaching Party nor Authorized Contractors selected by Attaching Party shall conduct such work in any manner which degrades the integrity of AT&T-22STATE's Structures or interferes with any existing use of AT&T-22STATE's Facilities or the Facilities of any other user.

14.1.3 AT&T-22STATE shall determine, in the exercise of sound engineering judgment, whether or not Make-Ready Work is necessary or possible. In determining whether Make-Ready Work is necessary or what Make-Ready Work is necessary, AT&T-22STATE shall endeavor to minimize its Costs to CLEC. If it is determined that such Make-Ready Work is required, AT&T-22STATE shall provide CLEC with the estimated Costs for Make-Ready Work and a Make Ready-Work Due Date.

14.1.4 CLEC shall be solely responsible for negotiating with persons or entities other than AT&T-22STATE for the rearrangement of such persons' or entities' Facilities or structures and, except where such rearrangement is for the benefit of AT&T-22STATE and/or other CLECs as well as CLEC, shall be solely responsible for paying all charges attributable to the rearrangement of such Facilities; provided, however, that if Facilities rearrangements require new Licenses from AT&T-22STATE, AT&T-22STATE shall issue such Licenses in conjunction with the issuance of the applied-for License to CLEC.

14.2 Rearrangement of CLEC's Facilities at AT&T-22STATE's Request:

14.2.1 CLEC acknowledges that, from time to time, it may be necessary or desirable for AT&T-22STATE to change out Poles, relocate, reconstruct, or modify portions of its Conduit System or rearrange Facilities contained therein or connected thereto and that such changes may be necessitated by AT&T-22STATE's business needs or authorized Application of another entity seeking access to AT&T-22STATE's Poles or Conduit Systems. CLEC agrees that CLEC will, upon AT&T-22STATE's request, and at AT&T-22STATE's expense, but at no Cost to CLEC, participate with AT&T-22STATE (and other CLECs) in the relocation, reconstruction, or modification of AT&T-22STATE's Conduit System or Facilities rearrangement. CLEC acknowledges that, from time to time, it may be necessary or desirable for AT&T-22STATE to change out Poles, relocate, reconstruct, or modify portions of its Conduit System or rearrange Facilities contained therein or connected thereto as a result of an order by a municipality or other governmental authority. CLEC

shall, upon AT&T-22STATE's request, participate with AT&T-22STATE (and other CLECs) in the relocation, reconstruction, or modification of AT&T-22STATE's Conduit System or Facilities rearrangement and pay its proportionate share of any costs of such relocation, reconstruction, or modification that are not reimbursed by such municipality or governmental authority.

- 14.2.2 CLEC shall make all rearrangements of its Facilities within such period of time as is jointly deemed reasonable by the parties based on the amount of rearrangements necessary and a desire to minimize chances for service interruption or Facility-based service denial to a CLEC End User.
- 14.2.3 If CLEC fails to make the required rearrangements within the time prescribed or within such extended periods of time as may be granted by AT&T-22STATE in writing, AT&T-22STATE may perform such rearrangements with written Notice to CLEC, and CLEC shall reimburse AT&T-22STATE for actual costs and expenses incurred by AT&T-22STATE in connection with the rearrangement of CLEC's Facilities; provided, however, that nothing contained in this Section or any License issued hereunder shall be construed as requiring CLEC to bear any expenses which, under the Act or other applicable federal or state laws or regulations, are to be allocated to persons or entities other than CLEC; and provided further, however, that CLEC shall have no responsibility for rearrangement costs and expenses relating to rearrangements performed for the purpose of meeting AT&T-22STATE's business needs.

15.0 Emergency Repairs and Pole Replacements

15.1 Responsibility for Emergency Repairs; Access to Maintenance Duct:

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

15.2 Designation of Emergency Repair Coordinators and Other Information:

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

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

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

15.4 Emergency Pole Replacements

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

15.5 Expenses Associated with Emergency Repairs:

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

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

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

16.2 Post-Construction Inspections:

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

16.3 Periodic or Spot Inspections:

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

16.3.2 AT&T-22STATE will give CLEC advance written Notice of such inspections, and CLEC shall have the right to have a representative attend such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written Notice has been forwarded to CLEC.

16.3.3 Such inspections shall be conducted at AT&T-22STATE's expense; provided, however, that CLEC shall bear the Costs of inspections as delineated in Sections 16.1 above and 16.2.1 above.

16.3.4 If Attaching Party's Facilities are in compliance with this Appendix, there will be no charges incurred by the Attaching Party for the periodic or spot inspection. If Attaching Party's Facilities are not in compliance with this Appendix, AT&T-22STATE may charge Attaching Party for the inspection. The Costs of Periodic Inspections will be paid by those Attaching Parties with 2% or greater of their Attachments in violation. The amount paid by the Attaching Party shall be the percentage that their violations bear to the total violations of all Attaching Parties found during the inspection.

16.3.5 If the inspection reflects that Attaching Party's Facilities are not in compliance with the terms of this Appendix, Attaching Party shall bring its Facilities into compliance within thirty (30) calendar days after being notified of such noncompliance. If any make ready or modification work to AT&T-22STATE's Structures is required to bring Attaching Party's Facilities into compliance, the Attaching Party shall provide Notice to AT&T-22STATE and the make ready work or modification will be treated in the same fashion as make ready work or modifications for a new request for attachment. If the violation creates a hazardous condition, Facilities must be brought into compliance upon notification.

16.4 Neither the act of inspection by AT&T-22STATE of CLEC's Facilities nor any failure to inspect such Facilities shall operate to impose on AT&T-22STATE any liability of any kind whatsoever or to relieve CLEC of any responsibility, obligations or liability under this Section or otherwise existing.

16.5 Notice of Noncompliance:

16.5.1 If, at any time, AT&T-22STATE determines that Attaching Party's Facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Appendix, AT&T-22STATE may send written Notice to Attaching Party specifying the alleged noncompliance. Attaching Party agrees to acknowledge receipt of the Notice as soon as practicable. If Attaching Party does not dispute AT&T-22STATE's assertion that such Facilities are not in compliance, Attaching Party agrees to

provide AT&T-22STATE with a schedule for bringing such Facilities into compliance, to bring the Facilities into compliance within a reasonable time, and to notify AT&T-22STATE in writing when the Facilities have been brought into compliance.

16.6 Disputes over Alleged Noncompliance:

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

16.7 Failure to Bring Facilities into Compliance:

16.7.1 If Attaching Party has not brought the Facilities into compliance within a reasonable time or provided AT&T-22STATE with proof sufficient to persuade AT&T-22STATE that AT&T-22STATE erred in asserting that the Facilities were not in compliance, and if AT&T-22STATE determines in good faith that the alleged noncompliance causes or is likely to cause material damage to AT&T-22STATE's Facilities or those of other users, AT&T-22STATE may, at its option and Attaching Party's expense, take such non-service affecting steps as may be required to bring Attaching Party's Facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Appendix.

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

16.8.1 If AT&T-22STATE elects to bring Attaching Party's Facilities into compliance, the provisions of this section shall apply.

16.8.2 AT&T-22STATE will, whenever practicable, notify CLEC in writing before performing such work. The written Notice shall describe the nature of the work to be performed and AT&T-22STATE's schedule for performing the work.

16.8.3 If Attaching Party's Facilities have become detached or partially detached from supporting racks or wall supports located within an AT&T-22STATE Manhole, AT&T-22STATE may, at Attaching Party's expense, reattach them but shall not be obligated to do so. If AT&T-22STATE does not reattach Attaching Party's Facilities, AT&T-22STATE shall endeavor to arrange with Attaching Party for the reattachment of any Facilities affected.

16.8.4 AT&T-22STATE shall, as soon as practicable after performing the work, advise Attaching Party in writing of the work performed or action taken. Upon receiving such Notice, Attaching Party shall inspect the Facilities and take such steps as Attaching Party may deem necessary to insure that the Facilities meet Attaching Party's performance requirements.

16.8.5 Attaching Party to Bear Expenses:

16.8.5.1 Attaching Party shall bear all expenses arising out of or in connection with any work performed to bring Attaching Party's Facilities into compliance with this Section; provided, however that nothing contained in this Section or any License issued hereunder shall be construed as requiring Attaching Party to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Attaching Party.

17.0 **Notice of Noncompliance**

17.1 Disputes over Alleged Noncompliance:

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

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

18.1 Tagging of Facilities and Unauthorized Attachments:

18.1.1 Facilities to Be Marked:

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

18.1.2 Removal of Untagged Facilities:

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

18.2 Notice to Attaching Party:

18.2.1 If any of Attaching Party's Facilities for which no occupancy permit is presently in effect are found attached to AT&T-22STATE's Poles or Anchors or within any part of AT&T-22STATE's Conduit System, AT&T-22STATE, without prejudice to other rights or remedies available to AT&T-22STATE under this Appendix, and without prejudice to any rights or remedies which may exist independent of this Appendix, shall send a written Notice to Attaching Party advising Attaching Party that no occupancy permit is presently in effect with respect to the Facilities. Within thirty (30) calendar days after receiving a Notice, Attaching Party shall acknowledge receipt of the Notice by submitting to AT&T-22STATE, in writing, an Application for a new or amended Occupancy permit with respect to such Facilities.

18.3 Approval of Request and Retroactive Charges:

18.3.1 If AT&T-22STATE approves Attaching Party's Application for a new or amended Occupancy permit, Attaching Party shall be liable to AT&T-22STATE for all fees and charges associated with the unauthorized attachments as specified in the Pricing Schedule to this Agreement. The issuance of a new or amended occupancy permit as provided by this article shall not operate retroactively or constitute a waiver by AT&T-22STATE of any of its rights or privileges under this Appendix or otherwise.

18.3.2 Attachment and Occupancy fees and charges shall continue to accrue until the unauthorized Facilities are removed from AT&T-22STATE's Poles, Conduit System or ROW or until a new or amended Occupancy permit is issued and shall include, but not be limited to, all fees and charges which would have been due and payable if Attaching Party and its predecessors had continuously complied with all applicable AT&T-22STATE licensing requirements. Such fees and charges shall be due and payable thirty (30) calendar days after the date of the bill or invoice stating such fees and charges. In addition, the Attaching Party shall be liable for an unauthorized Attachment and/or Occupancy fee as specified in the Pricing Schedule to this Agreement. Payment of such fees shall be deemed liquidated damages and not a penalty. In addition, Attaching Party shall rearrange or remove its unauthorized Facilities at AT&T-22STATE's request to comply with applicable placement standards, shall remove its Facilities from any space occupied by or assigned to AT&T-22STATE or another Other User, and shall pay AT&T-22STATE for all Costs incurred by AT&T-22STATE in connection with any rearrangements, modifications, or replacements necessitated as a result of the presence of Attaching Party's unauthorized Facilities.

18.4 Removal of Unauthorized Attachments:

18.4.1 If Attaching Party does not obtain a new or amended occupancy permit with respect to unauthorized

Facilities within the specified period of time, AT&T-22STATE shall by written Notice advise Attaching Party to remove its unauthorized Facilities not less than thirty (30) calendar days from the date of Notice and Attaching Party shall remove the Facilities within the time specified in the Notice. If the Facilities have not been removed within the time specified in the Notice, AT&T-22STATE may, at AT&T-22STATE's option, remove Attaching Party's Facilities at Attaching Party's expense.

18.5 No Ratification of Unpermitted Attachments or Unauthorized Use of AT&T-22STATE's Facilities:

- 18.5.1 No act or failure to act by AT&T-22STATE with regard to any unauthorized Attachment or Occupancy or unauthorized use of AT&T-22STATE's Structure shall be deemed to constitute a ratification by AT&T-22STATE of the unauthorized Attachment or Occupancy or use, nor shall the payment by Attaching Party of fees and charges for unauthorized Pole attachments or Conduit Occupancy exonerate Attaching Party from liability for any trespass or other illegal or wrongful conduct in connection with the placement or use of such unauthorized Facilities.
- 18.5.2 Nothing contained in the Appendix or any License issued hereunder shall be construed as requiring CLEC to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than CLEC.

18.6 Prompt Payment of Applicable Fees and Charges:

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

18.7 No Implied Waiver or Ratification of Unauthorized Use:

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

19.0 Removal of CLEC's Facilities

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

- 19.1.1 Attaching Party shall be responsible for and shall bear all expenses arising out of or in connection with the removal of its Facilities from AT&T-22STATE's Structure.
- 19.1.2 Except as otherwise agreed upon in writing by the Parties, Applicant must, after removing its Facilities, plug all previously occupied Ducts at the entrances to AT&T-22STATE's Manholes.
- 19.1.3 Applicant shall be solely responsible for the removal of its own Facilities from AT&T-22STATE's Structure.

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

19.3 Removal Following Termination of Occupancy Permit:

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

19.4 Removal Following Replacement of Facilities:

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

19.5 Removal to Avoid Forfeiture:

19.5.1 If the presence of Attaching Party's Facilities on or in AT&T-22STATE's Structure would cause a forfeiture of the rights of AT&T-22STATE to occupy the property where such Structure is located, AT&T-22STATE will promptly notify Attaching Party in writing and Attaching Party shall not, without due cause and justification, refuse to remove its Facilities within such time as may be required to prevent such forfeiture. AT&T-22STATE will give Attaching Party not less than thirty (30) calendar days from the date of Notice to remove Attaching Party's Facilities unless prior removal is required to prevent the forfeiture of AT&T-22STATE's rights. At Attaching Party's request, the Parties will engage in good faith negotiations with each other, with Other Users, and with Third Party property owners and cooperatively take such other steps as may be necessary to avoid the unnecessary removal of Attaching Party's Facilities.

19.6 Removal of Facilities by AT&T-22STATE; Notice of Intent to Remove:

19.6.1 If Attaching Party fails to remove its Facilities from AT&T-22STATE's Structure in accordance with the provisions of Sections 19.1-19.5 of this Appendix, AT&T-22STATE may remove such Facilities and store them at Attaching Party's expense in a public warehouse or elsewhere without being deemed guilty of trespass or conversion and without becoming liable to Attaching Party for any injury, loss, or damage resulting from such actions. AT&T-22STATE shall give Attaching Party not less than thirty (30) calendar days prior written Notice of its intent to remove Attaching Party's Facilities pursuant to this Section.

19.7 Removal of Facilities by AT&T-22STATE:

19.7.1 If AT&T-22STATE removes any of Attaching Party's Facilities pursuant to this article, Attaching Party shall reimburse AT&T-22STATE for AT&T-22STATE's Costs in connection with the removal, storage, delivery, or other disposition of the removed Facilities.

20.0 Rates, Fees, Charges and Billing

20.1 Rates, Charges and Fees Subject to Applicable Laws, Regulations, Rules, and Commission Orders:

20.1.1 All rates, charges and fees outlined in this Appendix will be set forth in the Pricing Schedule. All rates, charges and fees shall be subject to all applicable federal and state laws, rules, regulations, and Commission orders.

20.2 Changes to Rates, Charges and Fees:

20.2.1 Subject to applicable federal and state laws, rules, regulations and orders, AT&T-22STATE shall have the right to change the rates, charges and fees outlined in this Appendix. AT&T-22STATE will provide the Attaching Party sixty (60) calendar days written Notice, advising the Attaching Party of the specific changes being made and the effective date of the change. If the changes outlined in the Notice are not acceptable to the Attaching Party, Attaching Party may either (1) seek renegotiation of this Appendix, (2) terminate this Appendix, or (3) seek relief through the Dispute Resolution Process in the General Terms and Conditions of

this Agreement.

20.3 Notice of Rate and Computation of Charges:

20.3.1 On or about November 1 of each year, **AT&T-22STATE** will notify CLEC by certified mail, return receipt requested, of the rental rate and Pole transfer rate to be applied in the subsequent calendar year. The letter of notification shall be incorporated in, and governed by, the terms and conditions of this Appendix. Attachment and Occupancy rates shall be applied to the number of Pole(s) and Duct feet of Conduit for which Licenses have been issued before December 1 of each calendar year. Charges for Attachment(s) and Occupancy which commenced during the preceding twelve (12) month period will be prorated accordingly.

20.4 Rate "True-Up":

20.4.1 The Parties agree that the fees reflected as interim herein shall be "trued-up" (up or down) based on final fees either determined by further agreement or by an effective order, in a proceeding involving **AT&T-22STATE** before the Commission, in the state which CLEC has either attached to or occupied **AT&T-22STATE** structures (ROW, Conduits, Ducts, and/or Poles).

20.4.2 Under the "True-Up" process, the interim fees for each structure shall be multiplied by the volume of that structure either attached to or occupied by CLEC to arrive at the total interim amount paid ("Total Interim Price"). The final fees for that structure shall be multiplied by the volume of that structure either attached to or occupied by CLEC to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, CLEC shall pay the difference to **AT&T-22STATE**. If the Total Final Price is less than the Total Interim Price, **AT&T-22STATE** shall pay the difference to CLEC.

20.4.3 Each Party shall keep its own records upon which a "True-Up" can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "True-Up," the Parties agree to follow the Dispute Resolution Process in the General Terms & Conditions to this Agreement.

21.0 Advance Payment

21.1 Attachment and Occupancy Fees:

21.2 Fees for Pole Attachment and Conduit Occupancy shall be based on the Facilities for which Licenses have been issued as of the date of billing by **AT&T-22STATE** and shall be computed as set forth herein.

21.2.1 Charges associated with newly Licensed Attachments or Occupancies and other Attachments or Occupancies of less than the entire annual billing period shall be prorated.

21.2.2 Charges shall be prorated retroactively in the event of the removal of CLEC's Facilities.

21.2.3 The amount of any advance payment required shall be due within sixty (60) calendar days after receipt of an invoice from **AT&T-22STATE**.

22.0 Indemnification

22.1 In addition to the Indemnification clauses in the General Terms & Conditions to this Agreement, the following shall apply to this Attachment:

22.1.1 **AT&T-22STATE** shall exercise precaution to avoid damaging the Facilities of CLEC and shall make an immediate report to CLEC of the occurrence of any such damage caused by its employees, agents or contractors. **AT&T-22STATE** agrees to reimburse CLEC for all reasonable Costs incurred by CLEC for the

physical repair of such Facilities damaged by the negligence of AT&T-22STATE, its employees, agents, contractors, subcontractors or invitees. However, AT&T-22STATE shall not be liable to CLEC for any interruption of CLEC's service or for interference with the operation of CLEC's Facilities, or for any special, indirect, or consequential damages arising in any manner, including AT&T-22STATE's negligence, out of the use of Pole(s), Anchor(s), or Conduit Systems or AT&T-22STATE's actions or omissions in regard thereto and CLEC shall indemnify and save harmless AT&T-22STATE from and against any and all claims, demands, causes of action, costs and reasonable attorneys' fees with respect to such special, indirect or consequential damages.

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

Pricing Schedule

LOCAL INTERCONNECTION - Tennessee

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 First	Nonrecurring Add'l	Disconnect First																	
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																										
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																										
TANDEM SWITCHING																										
Tandem Switching Function Per MOU							0.0009778bk																			
Multiple Tandem Switching, per MOU (applies to intial tandem only)							0.0009778																			
Tandem Intermediary Charge, per MOU*							0.0025																			
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																										
TRUNK CHARGE																										
Installation Trunk Side Service - per DS0				OHD	TPP6X		21.59	8.09																		
Installation Trunk Side Service - per DS0				OHD	TPP9X		21.59	8.09																		
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)							0.0000064bk																			
Common Transport - Per Mile, Per MOU							0.0000064bk																			
Common Transport - Facilities Termination Per MOU							0.0003871bk																			
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																										
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																										
Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month				OHM	1L5NF	0.0174																				
Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month				OHM	1L5NF	18.58	55.39	17.37	27.96	3.51																
Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month				OHM	1L5NK	0.0174																				
Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month				OHM	1L5NK	17.98	55.39	17.37	27.96	3.51																
Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month				OHM	1L5NK	0.0174																				
Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month				OHM	1L5NK	17.98	55.39	17.37	27.96	3.51																
Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month				OH1, OH1MS	1L5NL	0.3562																				
Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month				OH1, OH1MS	1L5NL	77.86	112.40	76.27	19.55	14.99																
Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month				OH3, OH3MS	1L5NM	2.34																				
Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month				OH3, OH3MS	1L5NM	848.99	395.29	176.56	109.04	105.91																
LOCAL CHANNEL - DEDICATED TRANSPORT																										
Local Channel - Dedicated - 2-Wire Voice Grade per month				OHM	TEFV2	15.29	199.33	24.16	54.81	4.80																
Local Channel - Dedicated - 4-Wire Voice Grade per month				OHM	TEFV4	16.18	201.53	24.83	55.52	5.51																
Local Channel - Dedicated - DS1 per month				OH1	TEFHG	32.25	277.35	233.26	33.18	22.30																
Local Channel - Dedicated - DS3 Facility Termination per month				OH3	TEFHJ	611.30	595.37	304.50	215.82	151.15																
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																			
MULTIPLEXERS																										
Channelization - DS1 to DS0 Channel System				OH1, OH1MS	SATN1	80.77	141.87	77.11	14.51	13.46																
DS3 to DS1 Channel System per month				OH3, OH3MS	SATNS	222.98	308.03	108.47	44.47	42.62																
DS3 Interface Unit (DS1 COCI) per month				OH1, OH1MS	SATCO	17.58	6.07	4.66																		
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																										

LOCAL INTERCONNECTION - Tennessee																
CATEGORY	RATE ELEMENTS		Interi m	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	First	Add'l	Nonrecurring	Disconnect	First	Add'l	SOME	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
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 schedule are the AT&T "regional" service ordering charges. CLEC may																
OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only					SOME		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						
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 schedule are the AT&T "regional" service ordering charges. CLEC may																
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOME 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																
NOTE: (3) OSS - Manual Service Order Charge, Per Element - UNE Only **Please see applicable rate element for SOMAN charge**																
OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only					SOME		3.50	0.00	3.50	0.00						
LNP Query Service																
LNP Charge Per query						0.0009277										
LNP Service Establishment Manual							23.60	13.83	23.60	12.71						
LNP Service Provisioning with Point Code Establishment							1,119.00	571.71	1,119.00	571.71						
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.																
Poles & Ducts - Poles (\$/attachment/yr.) NON-URBAN						11.52										
Poles & Ducts - Poles (\$/attachment/yr.) URBAN						7.64										
Poles & Ducts - Per Foot Conduit Occupancy Fees Full Duct (\$/ft/yr.)						0.30										
Pole Attachment Transfer Rate						41.00										
Cable Rate						5.05										

AT&T Wholesale Amendment

**AMENDMENT
BETWEEN
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T TENNESSEE
AND
ADVANTAGE CELLULAR SYSTEMS, INC.**

Signature: eSigned - Christopher E. TownsonName: eSigned - Christopher E. Townson
(Print or Type)Title: CEO
(Print or Type)Date: 12 Apr 2017

Advantage Cellular Systems, Inc.

Signature: eSigned - William BockelmanName: eSigned - William Bockelman
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)Date: 13 Apr 2017BellSouth Telecommunications, LLC d/b/a AT&T
TENNESSEE by AT&T Services, Inc., its authorized
agent

State	CLEC OCN
TENNESSEE	841F

Description	ACNA Code(s)
ACNA(s)	DVG

**AMENDMENT TO THE AGREEMENT
BETWEEN
ADVANTAGE CELLULAR SYSTEMS, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T TENNESSEE**

This amendment ("Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC (previously referred to as BellSouth Telecommunications, Inc.) d/b/a AT&T TENNESSEE ("AT&T") and Advantage Cellular Systems, 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 an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved April 12, 2010 and as subsequently amended ("Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to implement the *Lifeline and Link Up Reform and Modernization et al.*, WC Docket No. 11-42 et al., Second Report and Order, FCC 15-71, Released June 22, 2015 ("FCC Lifeline Order"); and

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 amend the Agreement to implement the *Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c) from Enforcement of Obsolete ILEC Legacy Regulations That Inhibit Deployment of Next- Generation Networks*, WC Docket No. 14-192, Released December 28, 2015 ("FCC US Telecom Forbearance 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.

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, Attachment, Exhibit A – Customer Information Services, and Exhibit B - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. **Lifeline and Link Up Services**
 - 2.1. Delete the rates, terms and conditions related to Lifeline and Link Up service offerings from the Agreement. AT&T will stop providing resold Lifeline and Link Up services in all jurisdictions as required by the FCC Lifeline Order. Lifeline and Link Up service will no longer be available under the Agreement beginning 180 days after Federal Register publication of the Office of Management and Budget's (OMB) approval.
3. **Intercarrier Compensation**
 - 3.1. 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.
4. **Forbearance**
 - 4.1. Delete the rates, terms and conditions related to the unbundling of a 64 kbps voice-grade channel to provide narrowband services over fiber where an incumbent LEC retires a copper loop it has overbuilt with a fiber-to-the-home or fiber-to-the-curb loop.
5. **Customer Information Services (CIS)**
 - 5.1. With the exception of 5.3 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 from the Agreement.

5.2. Add Attachment 06 - 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.

5.3. **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.

6. 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.

7. 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.

8. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

9. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
10. 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.

For Tennessee: 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.

ATTACHMENT 06 – OPERATOR SERVICES AND DIRECTORY ASSISTANCE (f/k/a CUSTOMER INFORMATION SERVICES)

TABLE OF CONTENTS

<u>Section</u>	<u>Page Number</u>
1.0 Introduction	3
2.0 Definitions	3
3.0 Operator Services (OS) / Directory Assistance (DA).....	4
4.0 LISTINGS	7
5.0 General Conditions for Operator Services (OS), Directory Assistance (DA)	9
6.0 Termination – Entire Attachment 06 – Operator Assistance and Directory Assistance Services	9

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 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, as described herein.
- 4.1.2 AT&T-21STATE will meet state requirements to make available listings through itself or a contracted vendor to provide listings for its ILEC Territory, as defined in the General Terms and Conditions of this Agreement.

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 Distribution of Directories:
 - 4.2.3.1 Subject to 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 subscribers.
- 4.2.4 AT&T-21STATE shall direct its publishing vendor to offer CLEC the opportunity to include in the "Information Pages", or comparable section of its white pages directories (covering the territory where CLEC is certified to provide local service), information provided by CLEC for CLEC installation, repair, customer service and billing information.
- 4.2.5 Use of Subscriber Listing Information:
 - 4.2.5.1 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 publishing products and services.
 - 4.2.5.2 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.
- 4.2.6 CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates as a result of CLEC not complying with the terms of this Attachment.
- 4.2.7 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.
- 4.2.8 Breach of Contract:

4.2.8.1 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.

4.2.9 General Conditions for Listings:

4.2.9.1 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.

4.2.9.2 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 ninety (90) days' written notice in the form of an Accessible Letter.

5.2 Termination:
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.

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.

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	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective Through 6/30/17)				0.0007			MOU
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective 7/01/17)				0.00bk			MOU
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU (Effective through 6/30/18)				0.0000064			Per Mile, Per MOU
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU (Effective 7/1/2018)				0.00bk			Per Mile, Per MOU
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU (Effective through 6/30/18)				0.0000064			Per Mile, Per MOU
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU (Effective 7/1/2018)				0.00bk			Per Mile, Per MOU
6	TN	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	TN	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement [DISCONNECT] (USOC=CBADA)	AMT	SOMAN			13.32	1.40	announcement
6	TN	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement (USOC=CBADA)	AMT	SOMAN			20.35	10.54	announcement
6	TN	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement [DISCONNECT]	AMT	CBADA			7.03	7.03	announcement
6	TN	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	TN	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN (USOC=CBADC)	AMT	SOMAN			20.35	10.54	per Switch per OCN
6	TN	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			per call
6	TN	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.10			per call
6	TN	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	TN	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	TN	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	TN	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	TN	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			monthly
6	TN	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	TN	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement [DISCONNECT] (USOC=CBAOS)	AMT	SOMAN			19.99	19.99	announcement
6	TN	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement (USOC=CBAOS)	AMT	SOMAN			19.99	19.99	announcement
6	TN	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement [DISCONNECT]	AMT	CBAOS			7.03	7.03	announcement
6	TN	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per state per OCN	AMT	CBAOL			500.00	500.00	per state per OCN
6	TN	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per state per OCN (USOC=CBAOL)	AMT	SOMAN			19.99	19.99	per state per OCN
6	TN	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	TN	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	TN	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			per call

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	TN	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			per call
6	TN	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN				5,000.00			per state per OCN
6	TN	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN					1,500.00		per state per OCN
6	TN	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	initial listing is no charge
6	TN	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	TN	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per OCN (1 OCN per Order)					N/A	16.00	16.00 OCN
6	TN	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per Switch per OCN					N/A	1,200.00	1,200.00 per switch per OCN
6	TN	BRANDING - OPERATOR CALL PROCESSING	Unbranding - Loading of OA per OCN (Regional)							OCN
6	TN	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	TN	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				16.00%	N/A	N/A	Flat Rate Discount for Resale
6	TN	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				16.00%	N/A	N/A	Flat Rate Discount for Resale